

Personal Information

 First Name MI Last Name

 Address

 City State/Province Zip/Postal Code/Country

 Cell Telephone Number Date of Birth Age

 Certification Agency Card Number

 E-Mail Address

Yes No
 Are you planning to fly in an airplane or helicopter, or drive to Haleakala within 18 hours of the end of your last dive?
 These Waiver and Release forms cover any watersports activities conducted by LDS/LDI between
 (dates) _____ and _____

Lahaina Dive & Surf, LLC & Lahaina Divers, Inc will be referred to as LDS/LDI

Emergency Contact

Name _____
 Relationship _____ Phone (____) _____

Statement of Understanding

- Warranty of Ability** — I understand that each person who signs up for an LDS/LDI charter, class or activity warrants that he or she is physically and mentally capable of participating successfully in that activity. I further understand and agree that LDS/LDI will give no refunds for seasickness, inability to equalize or any other reason that prevents an individual from participating fully.
- Warranty of Skill Level** — As a certified diver, I warrant that I have at least the same knowledge and skill level as that of newly certified Open Water divers. I further understand that any underwater guide service provided by LDS/LDI is done so solely to enhance my enjoyment and not because such guidance is required to compensate for lack of ability on my part. If I do not believe that I have maintained at least the same level of ability as a newly certified diver, I understand that I should take part in a refresher course before participating in any other LDS/LDI charters or activities.
- Minors** — I understand that a parent or guardian must sign all minors' forms, and that children under 12 must be accompanied by a parent or guardian at all times, whether on the boat or in the water.
- Possible Changes** — I understand that scheduled charter destinations are subject to weather and conditions, and that LDS/LDI reserves the right to cancel charters or change destinations at any time. I further understand that some charters, classes or activities may be cancelled at any time due to lack of sufficient participation.

 _____
 Signature Date

R.S.T.C. LIABILITY RELEASE FOR SUPERVISION OF CERTIFIED DIVERS AND SNORKELERS

THIS IS A RELEASE OF YOUR RIGHTS TO SUE LAHAINA DIVE & SURF, LLC AND/OR LAHAINA DIVERS, INC. (LDS/LDI), AND ITS OWNERS, EMPLOYEES, AGENTS AND ASSIGNS FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING THE FORTHCOMING DIVE ACTIVITY AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING AND/OR SNORKELING OR AS A RESULT OF NEGLIGENCE.

(Check off each of the following sections as you read them. If you do not scuba dive, check only those items marked by the diamond [♦] symbol.)

- 1. I acknowledge that I am a certified diver trained in safe diving practices.
- ♦2. I am aware of the risks inherent in this scuba diving and/or snorkeling and I accept these risks.
- 3. I affirm that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of drugs that are contraindicatory to scuba diving. If I am taking medication, I affirm that I have seen a physician and have approval to scuba dive while under the influence of the medication/drugs.
- 4. I am aware of the dangers of breath holding while scuba diving, and will not hold LDS/LDI and related entities (such as employees, instructors, certified assistants, boat operators, or diver training agencies) responsible if I am injured doing so.
- 5. I am aware that I will be expected to scuba dive with a buddy, and it will be our responsibility to plan a dive allowing for our diving limitations and the prevailing water conditions. I will not hold the above listed businesses or individuals responsible for my failure to safely plan my dive.
- ♦6. I will inspect all of my equipment prior to the activity and will notify the above listed businesses and/or individuals if any of my equipment is not working properly. I will not hold the above listed businesses or individuals responsible for my failure to inspect my equipment prior to scuba diving or snorkeling.
- ♦7. I acknowledge that I am physically fit to scuba dive and/or snorkel, and I will not hold the above listed businesses or individuals responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while scuba diving and/or snorkeling.
- 8. I understand that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, embolism or other hyperbaric injuries, and I expressly assume the risk of said injuries.
- 9. I also expressly assume the risk and accept the responsibility to plan my scuba dive and dive my plan.
- ♦10. I also understand that scuba diving and/or snorkeling are physically strenuous activities and that I will be exerting myself during this diving excursion, and then if I am injured as a result of heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed businesses or individuals responsible for the same.
- ♦11. I also understand that on this open-water diving trip, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot.
- ♦12. IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT, RELEASE AND HOLD HARMLESS LDS/LDI AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS INFORMATION AND RELEASE BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

 _____
 Signature of Diver Date Staff Signature

 Signature of Parent or Guardian Where Applicable Date





ATTACHMENT B



PRE-TRIP BRIEFING AND ACKNOWLEDGEMENT FORM

Molokini Shoal Marine Life Conservation District Use Permit*

Molokini Islet is the southern rim of an extinct volcanic crater. The shallow inner cove is the crater's submerged floor which is covered by sand patches, coral and boulders. The coral reefs within the crater support abundant marine life which is among the most diverse and impressive in Hawaii. The waters in and around Molokini are designated as a Marine Life Conservation District (MLCD), which makes it a strictly protected marine reserve. While enjoying your visit to Molokini, please help us to protect this precious area by following these rules and guidelines:

1. The taking, injuring or disturbing of any living material (fishes, turtles, eggs, shells, corals, seaweed, etc.) or non-living habitat (sand, rocks, coral skeletons, etc.) is strictly prohibited. Sea turtles may not be approached or harassed at any time.
2. Make sure you avoid contacting the bottom at all times and stay out of the shallow water immediately next to shore. Keep hands and feet well away from any rock or coral, and use a floatation device if you need help swimming or if it is required by your guides.
3. Feeding fish or introducing any material into the water that could attract marine life is strictly prohibited. Fish feeding can change the type of fish in the reserve, stimulate aggressive behavior, and reduce normal grazing patterns that maintain a healthy reef.
4. Stay away from shore and do not attempt to climb onto the island. Molokini is a seabird sanctuary and entry is strictly prohibited.
5. Avoid excessive splashing and creating loud noises that can disturb both protected marine life and seabirds.
6. It is illegal to pollute or introduce human waste into the MLCD waters.
7. Listen to your guides, follow their instructions, and do not venture too far away from your tour vessel. Weather and current conditions at Molokini can change very quickly, and this can create dangerous situations if you get separated from your boat.

I certify that I have read and will comply with all of the rules and guidelines listed above.

Signature

Print (name)

Date

(*Operators: Please have each passenger sign a copy of this form prior to each commercial trip to the Molokini Shoal MLCD, and retain signed all signed copies for no less than one year following each trip.)