STATEMENT OF RISKS AND LIABILITY

1. This is a statement in which you are informed of the risks of skin and scuba diving and/or using diving equipment and breathing gases independently of the dive centre.
2. This statement also sets out the circumstances in which you can participate in diving courses/activities, organise and conduct scuba diving activities at your own risk and/or hire/ supply of breathing gases.
3. Your signature below is required as proof that you have read and understood this statement. If you do not understand anything contained in this statement, then please discuss with the Dive Centre staff. If you are a minor this form must also be read and signed by a parent or a guardian.
4. **Warning.** Skin and scuba diving have inherent risks which may result in serious injury or death. Diving with mixed gases (Nitrox, Trimix, Heliox or Heliair) involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. Diving and compressed air or mixed gases involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that requires treatment in a recompression chamber. Open water diving trips which are necessary for training and certification, and scuba diving trips, may be conducted at a site that is remote, either by time or distance or both, from recompression chamber. In the case of scuba equipment rental and breathing air supply, accident management remains your responsibility at all times. Skin and scuba diving are physically strenuous activities and you will be exerting yourself during these activities.

   You must advise truthfully and inform the instructor(s) and the Dive centre of your medical history and of any change in your physical health during the diving activities.
5. **Equipment.** Prior to each dive you should be familiar with all equipment supplied to you by the dive centre, and ensure that it is in good working order. If diving with mixed gases, it is your responsibility to ensure that the gases are correctly and accurately analyzed and the gas content and cylinder number are recorded in such a manner as to be easily identified at any time. You should not offer the use of diving equipment (including cylinders and regulators) to other persons or entities under any circumstances.
6. **Transportation to sites.** Land and sea transport to dive sites may be provided by the Dive Centre. Using these facilities is at your own risk and the Dive Centre, its management or staff is not responsible for any loss, damage, or injury to yourself or your property.
7. **Dive Planning and Personal Risk Assessment.** Whilst the management and staff of the dive centre will suggest dive sites, conduct a risk assessment on the sites and brief qualified divers on guided and/or organised dives, it remains your responsibility to decide whether the dive is within your qualification and/or experience level, and whether to participate in the dive or not. It is also your responsibility to conduct a personal dive plan and equipment safety check with your partner. You must advise truthfully and fully inform the staff and the Dive Centre of your scuba diving certificate and experience.
8. **Exclusion of liability.** Notwithstanding the Dive Centre's third party liability insurance covering diving activities, neither the Dive Centre, nor its owners, management, nor instructors contracted by the Dive Centre or the training agency, accept any responsibility for the death, injury or other loss suffered or caused by you or resulting from your own conduct or any other matter or condition under your control. Your participation in courses, scuba diving activities and/or the rental of diving equipment, supply of breathing gases and scuba diving independently of the dive centre is at your own risk.
9. **Jurisdiction and applicable law.** Any dispute or claim arising from the services and products offered by the Dive Centre shall fall within the jurisdiction of the courts of Malta and shall be subject to the laws of Malta.
10. **Data protection.** We take your privacy seriously and will only use your personal information in order to provide you with the service you have requested. We will only share your personal information with 3rd parties with whom we are obliged to do so by the Maltese Diving Regulations and in line with the required Training Organisation standards which our diving center is affiliated. Documentation for training purposes is kept for 7 years, while for services relating to dive excursions or rental of equipment for one month.

By signing this form you acknowledge that you have read and understood the above statements.

Participants Name:

Parents Guardian Name:

Participants Signature:

Parents Guardian Signature:

Date of Birth:

Signature Date:

CUSTOMER DETAILS:

Departure Date:

Home Address:

Malta Address:

Post Code: Telephone No.

Post Code: Telephone No.

IN CASE OF EMERGENCY TO CONTACT :

Name:

Telephone No: