



LIABILITY RELEASE AND EXPRESS ASSUMPTIONS OF RISK FOR DIVING

THIS IS A RELEASE OF YOUR RIGHTS TO SUE PETE MESLEY, AND/OR ANY OF THEIR EMPLOYEES, AGENTS AND ASSIGNS, AND ANY ENTITY FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING YOUR FORTHCOMING DIVE ACTIVITIES AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA (OR CCR) DIVING/SNORKELING AND THE UNIQUE ENVIRONMENT.

Please place your initials next to each of the following sections:

_____ 1. I acknowledge that I am a certified scuba Diver or CCR diver. My Highest certification level is

agency name	card #	date certified
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NOTE: Please indicate your highest level of certification and include a photocopy of the front and back of your certification card. Rebreather divers - CCR cards with highest level of qualification would be appreciated..

_____ 2. I have _____ hours of diving experience on the above certification level. Total amount of hours of diving is _____.

_____ 3. I carry adequate Medical/Diving Insurance (where applicable) to handle any medical problems I may develop in connection with my upcoming dives.

_____ 4. I understand that diving with compressed air or mixed gases (or on a Rebreather) involves certain inherent risks, including decompression sickness, embolism, Oxygen Toxicity, or other hyperbaric injuries. I further understand that even though I follow all of the appropriate dive practices, there is still some risk of sustaining these injuries, and I expressly assume the risk and responsibility of said injuries.

_____ 5. I certify that I am in good physical and mental health and any health concerns have been addressed by visiting a diving medical professional rendering me fit to dive. If you answer YES to any of the questions in the attached RSTC Medical form you will be required to undergo a divers medical. Details of that form are to be attached.

_____ 6. If I suspect that I have DCS I will immediately inform the dive supervisor or tour leader.

_____ 7. I understand that I will always dive safe, not put myself or others at risk. If I do put myself or other people at risk I will not be able to continue diving with this group.

_____ 8. I understand that scuba (and CCR) diving are physically strenuous activities and that I will be exerting myself during my diving activities. If I am injured as a result of a heart attack, panic attack, hyperventilation or other injury/illness related to diving, I expressly assume the risk of all said injuries.

_____ 9. I understand that safe practices for scuba (or CCR) diving include but are not limited to the following:

- I will **not** scuba (or CCR) dive while under the influence of alcohol, drugs and/or any other controlled substance.
- I will **not** dive alone or with a person whom I have not thoroughly discussed the dive plan. Each of us will review one another's diving equipment and emergency procedures before each dive.
- I will dive with properly maintained and serviced regulators, Ensuring that **ALL OXYGEN CLEANING** is done within 12 months of the trip dates on ALL regulators with anything higher than EAN40 (or as stated by the manufacturer, and Serviced by a Proper service agent. buoyancy control device that has a power inflation system, a depth gauge, a submersible pressure gauge and a timing device.
- I will adjust weights to maintain neutral buoyancy with no air in my buoyancy control device at the surface of the water and position weights to keep the quick-release buckle centered and accessible at all times.

- e) I will **not** dive in conditions I which I do not feel comfortable or that I believe exceed my physical abilities, overhead environments and other dangerous environments.
- f) I will surface with at least 30-50 bar in my air tank (DIL) and no less than 30 bar of O2 and will not stay underwater until my gas supply has exhausted.
- g) I am proficient with the use of a dive table and/or a dive computer and (or) can plan extended decompression dives if appropriately trained.
- h) I understand that the boat captain and dive supervisor (s) will make the final selection of dive location, based upon the weather conditions, and I will abide by their selection.
- i) (For CCR divers only) I will **not** exceed the single maximum CNS dose or daily dose both with CNS or OTU and if levels exceed 100% you will be required to stand down for 12 hours
- j) (For CCR divers only) I will **not** dive if my rebreather is faulty or shows (but not limited to) cell failure, Low battery, controller problems before the dive and if I have any failures I will end the dive immediately.

_____ 10. I state that I am at least twenty-one (21) years of age and legally competent to sign this Liability Release and Express Assumption of Risk.

_____ 11. I understand that this Liability Release and Express Assumption of Risk constitutes a contract between myself and the released parties listed above and that I have signed this document of my own free will

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF, AND HEIRS AND MY ESTATE.

Signature of diver: _____ Date _____

Printed name of diver: _____ DOB: _____



MEDICAL STATEMENT

Participant Record (Confidential Information)

Please read carefully before signing.

This is a statement in which you are informed of some potential risks involved in scuba diving and of the conduct required of you during the scuba training program. Your signature on this statement is required for you to participate in the scuba training program offered

by _____ and
Instructor

_____ located in the
Facility

city of _____, state/province of _____.

Read this statement prior to signing it. You must complete this Medical Statement, which includes the medical questionnaire section, to enroll in the scuba training program. If you are a minor, you must have this Statement signed by a parent or guardian.

Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is relatively safe. When

established safety procedures are not followed, however, there are increased risks.

To scuba dive safely, you should not be extremely overweight or out of condition. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with coronary disease, a current cold or congestion, epilepsy, a severe medical problem or who is under the influence of alcohol or drugs should not dive. If you have asthma, heart disease, other chronic medical conditions or you are taking medications on a regular basis, you should consult your doctor and the instructor before participating in this program, and on a regular basis thereafter upon completion. You will also learn from the instructor the important safety rules regarding breathing and equalization while scuba diving. Improper use of scuba equipment can result in serious injury. You must be thoroughly instructed in its use under direct supervision of a qualified instructor to use it safely.

If you have any additional questions regarding this Medical Statement or the Medical Questionnaire section, review them with your instructor before signing.

Divers Medical Questionnaire

To the Participant:

The purpose of this Medical Questionnaire is to find out if you should be examined by your doctor before participating in recreational diver training. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of your physician prior to engaging in dive activities.

- _____ Could you be pregnant, or are you attempting to become pregnant?
- _____ Are you presently taking prescription medications? (with the exception of birth control or anti-malarial)
- _____ Are you over 45 years of age and can answer YES to one or more of the following?
 - currently smoke a pipe, cigars or cigarettes
 - have a high cholesterol level
 - have a family history of heart attack or stroke
 - are currently receiving medical care
 - high blood pressure
 - diabetes mellitus, even if controlled by diet alone

Have you ever had or do you currently have...

- _____ Asthma, or wheezing with breathing, or wheezing with exercise?
- _____ Frequent or severe attacks of hayfever or allergy?
- _____ Frequent colds, sinusitis or bronchitis?
- _____ Any form of lung disease?
- _____ Pneumothorax (collapsed lung)?
- _____ Other chest disease or chest surgery?
- _____ Behavioral health, mental or psychological problems (Panic attack, fear of closed or open spaces)?
- _____ Epilepsy, seizures, convulsions or take medications to prevent them?
- _____ Recurring complicated migraine headaches or take medications to prevent them?
- _____ Blackouts or fainting (full/partial loss of consciousness)?
- _____ Frequent or severe suffering from motion sickness (seasick, carsick, etc.)?

Please answer the following questions on your past or present medical history with a **YES** or **NO**. If you are not sure, answer **YES**. If any of these items apply to you, we must request that you consult with a physician prior to participating in scuba diving. Your instructor will supply you with an RSTC Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to take to your physician.

- _____ Dysentery or dehydration requiring medical intervention?
- _____ Any dive accidents or decompression sickness?
- _____ Inability to perform moderate exercise (example: walk 1.6 km/one mile within 12 mins.)?
- _____ Head injury with loss of consciousness in the past five years?
- _____ Recurrent back problems?
- _____ Back or spinal surgery?
- _____ Diabetes?
- _____ Back, arm or leg problems following surgery, injury or fracture?
- _____ High blood pressure or take medicine to control blood pressure?
- _____ Heart disease?
- _____ Heart attack?
- _____ Angina, heart surgery or blood vessel surgery?
- _____ Sinus surgery?
- _____ Ear disease or surgery, hearing loss or problems with balance?
- _____ Recurrent ear problems?
- _____ Bleeding or other blood disorders?
- _____ Hernia?
- _____ Ulcers or ulcer surgery ?
- _____ A colostomy or ileostomy?
- _____ Recreational drug use or treatment for, or alcoholism in the past five years?

The information I have provided about my medical history is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health condition.

Signature Date Signature of Parent or Guardian Date

STUDENT

Please print legibly.

Name _____ Birth Date _____ Age _____
First Initial Last Day/Month/Year

Mailing Address _____

City _____ State/Province/Region _____

Country _____ Zip/Postal Code _____

Home Phone () _____ Business Phone () _____

Email _____ FAX _____

Name and address of your family physician

Physician _____ Clinic/Hospital _____

Address _____

Date of last physical examination _____

Name of examiner _____ Clinic/Hospital _____

Address _____

Phone () _____ Email _____

Were you ever required to have a physical for diving? Yes No If so, when? _____

PHYSICIAN

This person applying for training or is presently certified to engage in scuba (self-contained underwater breathing apparatus) diving. Your opinion of the applicant's medical fitness for scuba diving is requested. There are guidelines attached for your information and reference.

Physician's Impression

I find no medical conditions that I consider incompatible with diving.

I am unable to recommend this individual for diving.

Remarks _____

Physician's Signature or Legal Representative of Medical Practitioner Date _____
Day/Month/Year

Physician _____ Clinic/Hospital _____

Address _____

Phone () _____ Email _____

PAYMENT OPTIONS

These are the payment options for the land based diving and accommodation only. A deposit of \$1000us is needed to be paid to secure your spot on the trip.

OPTION #1

PLEASE STIPULATE THAT THIS IS A US DOLLAR ACCOUNT. ALL MONEY TRANSFERS FROM NEW ZEALAND AND OVERSEAS MUST STATE WITH YOUR BANK DO NOT AUTOCONVERT CURRENCY . It must stay in US dollars.

Our Contact Bank details

Bank account details: Account name: Pete Mesley t/a Dive T.E.C.
Bank: BNZ (Bank of New Zealand)
Branch: Auckland City Centre,
Address: 80 Queen Street, Auckland City Centre, Post code 1010
Account number: 021000 0643908 000
Swift code: BKNZLN22

Please can you make sure that you cover all duties for money transfer on your end so the full amount ends up in this account please.

Credit Card Payment details: If you wish to pay by credit card then this will be done through PAYPAL. Please note that any associated fees will need to be covered by you. Please contact us if you would like to use this option.

Our Contact details

Pete Mesley
Dive T.E.C.
99 St Annes Crescent
Wattle Downs, Auckland
New Zealand 2103

Ph +64 (9) 2686473
Mob +64 (27) 2782250
Sat Phone: 00 8707 7645 3037
Email petemes@ihug.co.nz
Web www.petemesley.com
www.lust4rust.co

IF YOU ARE RUNNING M26 threaded O2 first stage you will need to convert them back to the standard 5/8" BSP threading.
NONE of our breather tanks OR deco tanks are M26.

Booking Conditions

THE CONTRACT

The person who signs the booking form does so on behalf of all the individuals included on it, such that all are bound by the booking conditions. They accept these conditions on behalf of himself or herself and all other named persons on the Booking Form and represents that he or she is authorised to accept these conditions on behalf of such others. All persons named on the Booking Form, or if only one person is named, are hereafter referred to as "you".

All tours and activities described in our marketing materials and tour itineraries will hereafter be referred to as "tours". All bookings are made with Pete Mesley's "Lust for Rust" Dive Excursions, hereafter referred to as the "company", "we" or "us". No variation of these conditions may be made unless this is done in writing by a director of the company.

PAYMENTS

A non-refundable deposit of \$500us of your land arrangements is required and should accompany the completed booking form. We will confirm our acceptance of your booking via email, and it is at the time we send out this confirmation that a contract comes into existence between us. The balance of the tour price is due 10 weeks prior to your departure date. Should this final payment fail to reach us by the date specified, we reserve the right to treat the booking as cancelled. If a booking is made 10 weeks or less prior to the departure date then the full amount is payable on booking.

CANCELLATIONS

Any cancellation by you must be made in writing (via email is fine) and is effective from the date of physical receipt by us. The date on which the letter is received by us or our agents will determine the cancellation charges applicable. The cancellation charges are expressed as a percentage of the total tour price and based on the number of days notice before date of departure. Date of departure is defined as the day of commencement of any tour arrangements we have made for you. These charges are as follows:

> 70 days before departure – loss of deposit
 69-45 days before departure 50%
 44-31 days before departure 75%
 30 days or less before departure 100%

If we have to cancel your tour before the date of departure, you will have the choice of taking an alternative tour (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure and a pro rata refund for the cost of the remainder of your holiday.

TOUR PRICES

Prices quoted by us are based on exchange rates and costs applicable at the time of quoting, but are not fixed until your booking is confirmed by us. Surcharges may be imposed to cover unforeseen cost increases, or the exchange rates applied to the particular tour. If this means paying a surcharge of more than 10% of the tour price you will be entitled to cancel your tour with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 10 days of the date of the invoice.

TOUR CHANGES BY US

If we have to alter your tour before departure, any change will be either major or minor. Where a change is a minor change, we will if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor change is any change apart from a major change as defined below. When a change is a major change (and a major change is an alteration to your outward or return flight time by more than 12 hours), we will advise you as soon as reasonably possible. You will then have the choice of accepting the change, taking an alternative tour (and where this is of a lower price we will refund the difference), or

withdrawing from the contract and accepting a full refund of all monies paid.

We reserve the right to change any published prices, service or other particulars at any time before we enter into contract with you. If there is any change, we will notify you before we enter into such contract.

SPECIAL REQUESTS

If you have special requests, you should inform us of such requests prior to departure. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met.

ITINERARIES

Dive T.E.C. is not an ordinary travel operator. The type of travel we offer requires flexibility and must allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of the company. The final decision on the itinerary and conduct of any tour will be taken by us in the interests of the group/or clients as a whole. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness or medical breakdown, flight cancellations, strikes, climate and other unpredictable or unforeseeable circumstances.

RISK

At all times the decision of our tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. You must at all times strictly comply with all laws, customs, foreign exchange and drug regulations. Should you fail to do so then you may be ordered to leave the tour without recourse to us in any refund and without any legal claim against the company.

TRAVEL INSURANCE

It is essential that all passengers are covered by insurance before setting out on holiday. This insurance must cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience. When obtaining travel insurance from a source other than us you must ensure that the insurer is aware of the type of travel to be undertaken.

ALSO it is MANTITORY that you have DAN master plan insurance (or equivalent) The places we dive are isolated and medical attention is sparse.

DISCHARGE OF LIABILITY

You acknowledge that the nature of travel and activities undertaken while traveling is adventurous and that as such tours and activities undertaken may involve a significant amount of personal risk. These include injury, disease, loss or damage to property, inconvenience, and discomfort. You further acknowledge that you are fully aware of the risks of injury associated with your participation in these various activities and agree to voluntarily assume such risk of injury.

It is a fundamental condition of this contract between us and you that to the extent permitted by law you discharge us (including but not limited to our directors, employees, contractors, suppliers and agents) from any liability for any damage, death or injury to person or property whatsoever arising out of or incidental to your tour, whether or not such damage or personal injury is caused or contributed to by us. You also agree to make no claim against us arising out of the tour and further agree that no third party may make a claim through you or on your behalf.

You will also be required to agree to and sign our diving Liability release forms.

DCS OR INCIDENTS

If in the event you need treatment for diving related (or non diving related) accidents and cannot dive anymore on the trip, no refunds will be given.

Where you do **not** suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with us not be as described in the itinerary and not be of a reasonable standard, and, subject to the conditions below, will refund to you an amount equal to the net cost of that activity. Any sums received by you as well as the cost of any alternative arrangements made for you will be deducted from any sum paid to you as compensation by us.

We accept liability in accordance with the statements above except where the cause of the failure in your tour arrangements is not due to any fault on our part or that of our servants, agents or suppliers, and is your own fault or choice, or the actions of someone unconnected with your tour arrangements or due to unusual or unforeseeable circumstances which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due care.

Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in this agreement.

COMPLAINTS

If you have a complaint whilst on your tour you must inform us and any relevant supplier immediately. Matters can be most easily sorted out for you on the spot whilst you are on your tour. We must further request that you make the complaint known to us in detail in writing within 28 days of your tour's scheduled completion and we will do our best to reach a settlement with you.

TRAVEL DOCUMENTS

You must be in possession of a valid passport, visas, permits and certificates as may be required for the tour. It is your sole responsibility to make sure that you have all necessary visas, health requirements for your entire journey, including transit visas where required. We do not accept responsibility for changes in regulations for visas or any particular requirements for visas and will not be held responsible for your failure to obtain the necessary visas. Any information and advice given by us on visas, vaccinations, climate, clothing, baggage, etc. is given in good faith.

EXPERIENCE, LICENCES AND CERTIFICATIONS

Certain activities require a minimum level of experience in order to participate and we expect you to be honest with us in assessing your level of fitness and abilities. Where applicable we will advise you of these requirements in good faith. You accept full responsibility for ensuring you have the relevant experience, licenses and certifications required to participate in these activities and carry documents to that effect. You also agree to not hold us responsible for refusal to carry by us, our agents or suppliers due to your lack of documentary evidence or insufficient experience, licenses or certification.

EQUIPMENT AGREEMENT

You agree to reimburse us or our suppliers for any of equipment lost or damaged whilst in your care.

MEDICAL STATEMENT

By agreeing to these booking conditions you confirm that you are in good health for the activities which you are undertaking and have advised fully any medical history of heart or lung disorders, asthma or epilepsy, or insulin or drug dependency. You agree that you will not participate in activities if you are feeling unwell or undertake any diving activities if you have a chest cold or respiratory congestion while on the tour. You further understand that if you have any medical condition contrary to these requirements that you must produce a diving medical certificate completed by a diving medical specialist.

WITHDRAWAL OF SERVICES

We reserve the right to withdraw services and expel from any tour any person who is causing risk to themselves or the environment. In the event that this occurs, you agree that you will not be entitled to a refund of any sort and that you will be fully responsible for your travel arrangements from the point of expulsion.

LEGAL JURISDICTION

By signing this booking form you are agreeing to accept all the above conditions, and we agree to operate your tour in the way stated by us. Your contract with us and any matters arising from it shall be exclusively subject to New Zealand law and to the exclusive jurisdiction of the Courts of New Zealand.