

NEW ZEALAND DIVING LIMITED

CUSTOMER DETAILS

Name _____ Date Rented _____ Date Due _____
Address _____ Date Returned _____ Received By _____

Credit / EFTPOS Card Number _____
Phone Home (_____) _____
Phone Work (_____) _____ Exp. Date _____
Email Address _____ Signature* _____
D/L No _____ State _____

I have read, understand and accepted New Zealand Diving Limited terms and conditions for courses and charters' By signing here I confirm my acceptance:
See <https://nzdiving.co.nz/faq/>

Sign: _____

I authorize New Zealand Diving to charge my credit card the daily rate if equipment is not returned by due date or damaged.

DIVE HISTORY Certification Number and Agency

DOB _____ (DD/MM/YY)

Qualification Level

Certification Level _____ Date _____ Certification # _____ Agency _____

Number of Logged Dives _____ Date of Last Dive _____ Depth of Deepest Dive _____

Country of Last Dive _____ Have you dived in waters below 18c/62f Yes ___ No ___

Medical Questionnaire: Have you ever had, or do you currently have. Mark Y for yes and N for No

___ Respiratory Problems ___ Asthma ___ Heart/Cardiac problems ___ Epilepsy ___ Motion Sickness ___ Back Injuries

___ Dizziness ___ Sinus Problems ___ Diabetes ___ Recent Operation or illness ___ DCI ___ Pregnant ___

List any prescription medications presently being taken (with the exception of birth control)

Do you have a good understanding of English? Yes ___ No ___

Customers participating on training courses will be required to complete the corresponding training agency medical declaration.

LIABILITY RELEASE AND ASSUMPTION OF RISK

UNDERSTANDING THE RISKS

Diving is an adventure activity that includes risk to your person. Under New Zealand law we are required to notify you of the following statement. You accept that this activity inherently involves risks and potential hazards. The risks and hazards include, but are not limited to breathing compressed gas, marine traffic, marine life, decompression sickness, drowning, barotrauma, air embolism, decompression illness, dehydration, gas narcosis, malfunctioning equipment, ear problems, sun damage, hyperthermia, hypothermia, sea sickness, and adverse weather events. These activities are run in the outdoors on the ocean, so may be exposed to sudden natural disasters such as, but not limited to Tsunami, Earthquakes, Slips Landslides or Rock Falls, or Volcanic Eruption. I am aware that participating in the activities offered by New Zealand Diving Limited can be hazardous even if they are conducted with care, control, and responsibility. You acknowledge that these risks could result in my injury (physical or mental) or even death.

THIS AGREEMENT is entered into between New Zealand Diving Ltd_

and _____, Rentor)

for all services provided by New Zealand Diving including but not limited to: training, rental of scuba and/or skin diving equipment &/or provision of boat charter services. (

Please read carefully and fill in all blanks before signing.

This is a statement in which you are informed of the risks of hazards occurring whilst travelling to and participating in scuba dives either as a certified diver or as a student under the control and supervision of a certified scuba instructor. This statement covers recreational scuba dive trips and scuba dive trips carried out as part of a scuba diving class. This statement also sets out the circumstances in which you participate in the scuba diving trip at your own risk.

Your signature on this statement is required as proof that you have received and read this statement. It is important that you read the contents of this statement before signing it. If you do not understand anything contained in this statement then please discuss it with your instructor / dive professional. If you are a minor, this form must also be signed by a parent or guardian.

WARNING

Freediving, spearfishing and scuba diving have inherent risks which may result in serious injury or death.

Diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in a recompression chamber. Open water scuba diving trips may be conducted at a site that is remote, either by time or distance, from such a recompression chamber.

In addition, during boat travel to and from dive sites, you should follow all safety instructions from the captain / crew members and take care while getting on or off the boat and while on board to avoid slipping, falling or drowning.

Personally owned dive gear maybe used provided it is in warranted service & functioning correctly. Divers who wish to use their own gear do so at their own risk. New Zealand Diving Ltd is not liable for any dive gear lost or damaged on our vessel.

AFFIRMATION & LIABILITY RELEASE

I, _____ understand and agree that New Zealand Diving employees or owners may only be held liable in accordance to New Zealand law in any way for any occurrence in connection with activities which may result in injury, death or damages to me or my family, heirs, or assigns and in consideration of being a participant in diving/snorkelling programmes as result of my own negligence or failure to follow safe diving practices or follow the direction of New Zealand Diving employee's. I hereby assume all risk in connection with New Zealand Diving activities for any harm which may befall me while I am a participant of any New Zealand Diving activity, including all risks connected therewith whether foreseen or unforeseen; and further to save and hold harmless said activities and persons from any claim by me, or my family, estate, heirs or assigns, arising out of any enrolment and participation in them. I will always follow dive guide instructions and briefings for my own safety and safety of others. If I provide my own equipment, I assure that it is appropriately serviced and in full working order to the best of my knowledge. If I am using, New Zealand Diving rental equipment I agree to pay for the replacement of any items lost or items damaged by my own negligent use. I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free act. I have fully informed myself of the contents of this liability release and also state that I have completed the Dive History and Medical Questionnaire truthfully and read New Zealand Diving's training and charters terms & conditions. Wreck divers please read: I agree not to penetrate the wreck beyond the recreational zone unless I have a redundant or independent air source to my primary gas, I reel/ line in and out or follow a fixed line, have a primary and backup light, backup mask and have logged and discussed my dive plan with a New Zealand Diving Supervisor. I further agree that if I do penetrate the wreck, I do at my own risk and have the experience and training to do so. I also acknowledge that I am aware of Go Dives Penetration Dive Hazard & Risk Disclosure document and that I will review relevant dives listed in this document during the planning phase of any penetration dive.

Participant's signature _____ Date _____ (day/month/year)

Parent/guardian signature _____ (when applicable) Date _____ (day/month/year)

RENTAL EQUIPMENT AGREEMENT

This AGREEMENT is a release of my rights to sue for injuries or death resulting from the rental and/or use of this equipment. I expressly assume all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

I hereby acknowledge receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving I affirm I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

I acknowledge that the equipment is in good working condition and that I have examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of gas in any scuba tank(s) rented.

I acknowledge that skin diving and scuba diving are physically strenuous activities, that I will be exerting myself during these activities, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I also understand and agree that _____ New Zealand Diving Ltd _____,

and its employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

I agree to reimburse New Zealand Diving for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment.

I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, HAVE CAREFULLY READ AND
(Rentor)

UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE THE RELEASED PARTIES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

(day/month/year)

RENTAL EQUIPMENT REQUIRED

Sex ☐ male ☐ female

QTY	ITEM	SIZE	SERIAL No	RATE	TOTAL
	DIVE CYLINDER				
	REGULATOR				
	With Computer				
	With Console				
	BCD				
	Mask				
	Fins				
	Snorkel				
	Boots				
	Wetsuit				
	Weight belt/weights				

I have fully informed myself and my heirs of the contents of this Liability Release and Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

PARTICIPANTS NAME:

(day/month/year)

Participant's Signature

Date

Signature of Parent/Guardian (where applicable)

Date

Statement of Understanding for Diver Training, Charters & Freediving

Please read carefully before signing. This is a statement in which you are informed of the established safe diving practices for our training courses. These practices have been compiled for your review and acknowledgement and are intended to increase your comfort and safety in diving.

Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian. I, _____, understand that as a diver:

DIVER TRAINING

1. I can satisfy the course pre-requisite requirements.
2. I can swim a minimum of 200m, non-stop, to the satisfaction of the instructor.
3. I can float for a minimum of 10 minutes to the satisfaction of the instructor.
4. Complete the online theory prior to the in-water training sessions
5. Provide the rental, medical & any additional forms prior to the commencement of training
6. Complete my training within 6 months of course registration
7. Declare any medical conditions at the time of booking
8. Accept that the instructor can terminate my training if they believe my ability, fitness or attitude is likely to jeopardise the safety or training of others or myself.
9. Understand that termination of training & cancellations on the student's part are subject to additional fees should the student wish to continue.
10. Damage & loss to rental equipment will be charged to the student as determined by NZ Diving Ltd
11. Never attempt a forceful and/or extended equalization. A forceful, extended equalization can cause serious, permanent injuries to ears and hearing.
12. Ascend & descend in the correct manner in accordance to training standards.
13. Dive in good health. Never dive with a cold or congestion.
14. Never hold my breath when ascending.
15. I am responsible for my own actions during the training & in particular during diving.
16. Aggression towards staff members will not be tolerated and result in termination of training without compensation.
17. Once registration has been made courses are not refundable.
18. I confirm my personal dive equipment is in good, safe & functional condition.
19. I will dive within my experience, capability and training certification limits.
20. I will follow the dive plan and brief provided.
21. Will perform a safety stop at the end of the dive
22. Adhere to the instructions from the skipper, instructor and/or DM.
23. Never solo dive unless certified to do so & confirmed by NZ Diving.
24. It is ultimately me who decides whether to go diving. I am responsible for my own safety, so only I can make the final decision to dive.
25. Avoid contact with all organisms, but especially unfamiliar ones. Know the potentially hazardous ones for the area where I'm diving.
26. Protect myself from the sun and stay hydrated.

FREEDIVING/SPEARFISHING

1. Always Freedive with a trained buddy and follow established freediving buddy practices.
2. Not participate in open water freediving after scuba diving on the same day.
3. Equalize my ears and mask immediately as I descend, frequently and gently, before I feel discomfort.
4. Never continue descending without equalizing. If I can't equalize, return to the surface.
5. Never attempt a forceful and/or extended equalization. A forceful, extended equalization can cause serious, permanent injuries to ears and hearing.
6. Descend with my lungs full.
7. Freedive in good health. Never freedive with a cold or congestion.
8. Even if I'm a scuba diver, not take a breath from scuba at depth while freediving. An exception may be an emergency, in which case the scuba diver should share air with me as we both make a scuba ascent.
9. Use relaxation to extend breathhold time. Not use hyperventilation.
10. Increase breathhold durations gradually. Gain experience slowly.
11. After descending to depth, head up well within my limits. The deeper the dive, the sooner I should head up.
12. Send a diver who blacked out underwater or who may have inhaled water at the surface to the hospital, even if apparently fully recovered.
13. For open water freediving, weight myself so that I float comfortably at the surface after exhaling. 14. Remove the snorkel from my mouth when I descend on a freedive.
15. Not exhale during the dive, except immediately before breaking the surface upon ascent so I can inhale sooner.
16. Upon returning to the surface, exhale passively and gently. Inhale actively and more quickly. Do this at least three times.
17. Recover for at least three times the duration of my breathhold before starting another dive.

18. When ascending from a dive to depth, have my buddy escort me for the final part of my ascent.
19. Not start a descent until my buddy has completed recovery from a previous dive.
20. Follow the one-up, one-down buddy system.
21. Assess conditions before a freediving session and plan my session. It is ultimately me who decides whether to go freediving. I am responsible for my own safety, so only I can make the final decision to dive.
22. Avoid freediving in large and rough surf.
23. Avoid contact with all organisms, but especially unfamiliar ones. Know the potentially hazardous ones for the area where I'm freediving.
24. Get a local orientation to a new freediving location and/or join a group to help learn about conditions, organisms, hazards and local procedures.
25. Protect myself from the sun and stay hydrated. I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when freediving.

CHARTERS

1. Always dive with a trained buddy and follow established safe diving buddy practices.
2. Not participate in open water freediving after scuba diving on the same day.
3. Equalize my ears and mask immediately as I descend, frequently and gently, before I feel discomfort.
4. Never continue descending without equalizing. If I can't equalize, return to the surface.
5. Never attempt a forceful and/or extended equalization. A forceful, extended equalization can cause serious, permanent injuries to ears and hearing.
6. Ascend & descend in the correct manner in accordance to training standards.
7. Dive in good health. Never dive with a cold or congestion.
8. Never hold my breath when ascending.
9. I am responsible for my own actions during the charter & in particular during diving.
10. I confirm my personal dive equipment is in good, safe & functional condition.
11. I will dive within my experience, capability and training certification limits.
12. I will follow the dive plan and brief provided.
13. Technical divers will provide additional detailed dive plan, gas plan and deco plan to the skipper prior to diving.
15. Will perform a safety stop at the end of the dive
16. Adhere to the instructions from both the skipper and/or DM.
17. Never solo dive unless certified to do so & confirmed by NZ Diving.
18. Know how to adjust my weight and perform a buoyancy check prior to diving.
20. I understand that the charter is not a substitute for diver training and that NZ Diving is not required to provide this service under this agreement.
21. It is ultimately me who decides whether to go diving. I am responsible for my own safety, so only I can make the final decision to dive.
22. Avoid diving in large and rough surf.
23. Avoid contact with all organisms, but especially unfamiliar ones. Know the potentially hazardous ones for the area where I'm diving.
24. Get a local orientation to a new diving location and/or join a group to help learn about conditions, organisms, hazards and local procedures.
25. Protect myself from the sun and stay hydrated.
26. I can safely swim a minimum of 200m with my dive equipment
27. Provide proof of their certification level
28. Charter bookings are subject to rescheduling due to weather conditions, minimum operation numbers and other unforeseen circumstances
29. Charters are not refundable and clients will be offered a rescheduled date. Please note certain charters are seasonal and clients may have to schedule to the next available date

I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when diving.

Participant's signature _____ Date _____ (day/month/year)

Parent/guardian signature _____ (when applicable) Date _____ (day/month/year)