



Liability Waiver & Release of Liability

Effective Date: [Insert Date]

This Liability Waiver and Release Agreement (“Agreement”) is entered into by and between **Snorkel Dive Tours** (“Company”) and the undersigned participant (“Participant”).

By signing this Agreement, the Participant acknowledges and agrees to the following terms:

1. Acknowledgment of Risk

I understand that snorkeling, scuba diving, and related water activities involve inherent risks, including but not limited to:

- Drowning, near-drowning, or breathing difficulties
- Decompression sickness and pressure-related injuries
- Marine life encounters, including bites or stings
- Equipment malfunction or failure
- Slips, falls, or injuries on boats or docks
- Adverse weather or water conditions

I acknowledge that these risks may result in serious injury, illness, or death.

2. Voluntary Participation

I voluntarily choose to participate in activities provided by Snorkel Dive Tours and accept full responsibility for any risks involved, whether known or unknown.

3. Medical Fitness

I certify that:

- I am physically fit and able to participate in snorkeling and/or scuba diving activities
- I do not have any medical conditions that would make participation unsafe
- I will inform the Company of any relevant medical conditions prior to participation

I understand that I may be required to provide medical clearance from a physician.

4. Assumption of Risk

I expressly assume all risks associated with participation in these activities, including those caused by the negligence of the Company, its employees, agents, or affiliates, to the fullest extent permitted by law.

5. Release of Liability

I hereby release, waive, and discharge Snorkel Dive Tours, its owners, employees, instructors, guides, affiliates, and agents from any and all claims, liabilities, damages, or expenses arising from:

- Personal injury, illness, or death
- Property loss or damage
- Participation in any activities or use of equipment

This release applies to claims based on negligence, to the fullest extent permitted by Florida law.

6. Indemnification

I agree to indemnify and hold harmless Snorkel Dive Tours from any claims, demands, or legal actions brought by third parties arising from my participation.

7. Equipment Responsibility

I agree to:

- Use all provided equipment properly and as instructed
 - Accept responsibility for any damage or loss caused by misuse or negligence
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8. Compliance with Instructions

I agree to follow all instructions given by instructors, guides, and staff. Failure to comply may result in removal from activities without refund.

9. Emergency Medical Treatment

I authorize Snorkel Dive Tours to obtain emergency medical treatment on my behalf if necessary. I accept full responsibility for any medical costs incurred.

10. Photo & Media Release (Optional)

I grant Snorkel Dive Tours permission to use photos or videos taken during activities for marketing and promotional purposes without compensation.

(You may opt out by notifying staff in writing.)

11. COVID-19 / Illness Acknowledgment (Optional)

I acknowledge the potential risk of exposure to communicable illnesses and agree to participate at my own risk.

12. Binding Agreement

I understand that:

- This Agreement is legally binding
 - It applies to me, my heirs, assigns, and legal representatives
 - I have read and fully understand its contents
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13. Governing Law

This Agreement shall be governed by the laws of the State of Florida, United States.

14. Participant Information & Signature

Full Name: _____

Date of Birth: _____

Phone Number: _____

Email Address: _____

Emergency Contact Name & Phone: _____

Participant Signature: _____

Date: _____

15. Parent/Guardian Consent (For Minors)

I, the undersigned parent or legal guardian, consent to the minor's participation and agree to all terms of this Agreement on their behalf.

Parent/Guardian Name: _____

Signature: _____

Date: _____