

Thousand Island Crewing / Dive Brockville Adventure Centre (TIC / DBAC)

Waiver of Claim & Damage

In consideration of TIC and DBAC providing the vessel to an organization or joint venture with which I am associated and which boat and facilities I will be using by reason of my association with that organization or joint venture, I HEAR BY EXPRESSLY AGREE AND ACKNOWLEDGE THAT:

1. TIC and DBAC does not act as a bailee of personal property and will not be liable for theft, loss or damage of or to any personal property of mine however caused or occasioned;
2. TIC and DBAC will have no responsibility or liability to me or my heirs, dependents, executors or administrators, in respect of any injury, loss or damage whatsoever suffered by me from any swimming, scuba or other dive related activities (in-water activities), even if occasioned by the negligence of TIC and DBAC, it's directors, officers, servants, agents, or workmen present on the boat or engaged in those same in-water activities there from and accordingly any trip taken by me aboard the boat, including without limitation entering thereon, traveling thereon, alighting thereon and conducting in-water activities there from, is undertaken by me completely at my own risk;
3. I will not, while on the boat, or while engaged in any activity of any kind undertaken by me thereon or there from, conduct myself in any way which presents, or is likely to prevent, any damage or nuisance to the operation of the chartered vessel;
4. I understand travel on a vessel has risks which I have considered as acceptable and agree to follow the rules regarding the operation of the vessel established by TIC and DBAC who will have no responsibility or liability to me or my heirs, dependents, executors or administrators, in respect of any injury, loss or damage whatsoever suffered by me arising from any activities, even if occasioned by negligence of TIC and DBAC, it's directors, officers, servants, agents, or workmen present on the boat or engaged in those same in-water activities there from and accordingly any trip taken by me aboard the boat, including without limitation entering thereon, traveling thereon, alighting there from and conduction in-water activities there from, is undertaken by me completely at my own risk; and
5. I have read the forgoing Waiver of Claim and Damages, fully understand the contents thereof and have received a true copy thereof.

Signed: _____ Print Name: _____

Dated this _____ day of _____ 20__ Certification Agency & Number: _____

Email Address: _____

Parental Or Guardian Consent

I, the undersigned, the parent or guardian of the above participant, in consideration of TIC and DBAC providing a vessel on which he/she, who has not attained the age of majority, is on board for the purposes referred to and contemplated, HEREBY AGREE

1. To indemnify and save TIC and DBAC harmless from any claim of any nature or kind whatsoever which may be made against it by or on behalf to the above named participant;
2. To indemnify and save TIC and DBAC harmless from any damages of any nature or kind what so ever and arising from any action of or claim brought or made by or on the behalf of the above named participant; and
3. I have read the foregoing indemnity agreement and fully understand the contents thereof.

Signed: _____ Print Name: _____

Dated this _____ day of _____ 20__

Address of participant in Full: _____