

**M/V VALENTINA
APPLICATION FORM**

This application must be fully completed and the liability release must be signed by each passenger. A guest's reservation is not considered confirmed without this completed document and deposit. Please return it to VALENTINA LIVEABOARD headquarters via Email to lbvalentina@funbaja.com

Cruise Departure Date:				
Full Given Name (as it appears on your passport)				
First:	Middle:	Last:		
Gender:	Date of Birth:			
Occupation:	Nationality:			
Passport #:	Expiration:	Country of Issuance:		
Address:				
City:	State:	Zip or Postal Code:	Country:	
Phone (mobile / please add your Country Code):				
E-mail address:				
Please specify a phone number where you can be reached 24 hours or less before your trip (cell, hotel, etc.)				
Phone (24 hr before):				
Dietary requests or allergies:				
Scuba Cert Agency:	Cert Level:	Card #:	Year certified:	
Total # of dives:	Date /Location of Last Dive:			
Dive Insurance #(Mandatory):	Dive Insurance Agency:			
Travel Insurance #(Highly Recommended):	Travel Insurance Agency:			
Specify if you manage another one (insurance: name and #):				
Are you physically fit?	*Request Nitrox?	*Nitrox Certified?		
Hire Nitrox course?				
What rental equipment do you need?				
Height:	Weight:	Foot Size:		
Do you smoke?	Blood type:			
Do you have any medical conditions that can affect diving?				
Are you taking any medication?				
Physician to contact in sudden medical condition change:				
Name:	Phone	Email:		
Emergency Contact Information:				
Name:	Relationship:			
Address:				
Phone (day):	Phone (evening)			
Email:				
Travel Details	Date	Time	Airline	Flight Number/City
Arrival Information				
Departure Information	Date	Time	Airline	Flight Number/City
Will you hire transportation service?				
*Accommodation Information (if any)				
*For transfer arrangement and emergency contact				
Please provide a brief summary of your diving experience:				

Cancellation policy and payment method is provided separately. The Assumption of Risk, Liability Release and Indemnity is an integral part of this application.

Please initial: _____

**M/V VALENTINA
APPLICATION FORM****M/V VALENTINA****AFFIRMATION, ASSUMPTION OF RISK, LIABILITY RELEASE AND INDEMNITY**

For and in consideration of M/V VALENTINA,

permitting me (5) <write your name> , _____, to board, reside on and participate in scuba diving and other activities arising from or in conjunction with **M/V VALENTINA** such activities planned to extend from _____ to _____ inclusive, I hereby voluntarily and knowingly release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage, and wrongful death, including but not limited to loss of services, occurring to me which may arise as a result of engaging in, receiving instructions about, or in conjunction with, any activities incidental to such activities, whenever such may occur.

I further agree that under no circumstances will I make, prosecute or present any claim against those entities identified in M/V VALENTINA above for any act or omission or due to their negligence relating to such activities or from ownership, maintenance, use, operation or control of any automobile, ship, airplane, bicycle, inn, hotel, common carrier, or otherwise. **IT IS MY INTENTION BY SIGNING THIS DOCUMENT, TO EXEMPT AND RELIEVE THOSE ENTITIES IDENTIFIED IN M/V VALENTINA ABOVE AND THEIR AGENTS, SERVANTS AND EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH AND LOSS OF SERVICES WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.** By signing this document, I acknowledge that I assume the risk of personal injury, property damage, wrongful death or loss of services upon myself.

I further agree that in the event that I, my heirs, executors, administrators and assigns, prosecute any such claim against any of those entities identified in M/V VALENTINA above, I shall indemnify and hold them harmless from any and all loss or liability, including costs and attorney fees. I further agree to observe strictly and comply with such additional reasonable terms and regulations as those entities identified in M/V VALENTINA above may from time to time deem desirable or needful to prescribe before or during these activities. Any reference to those entities in M/V VALENTINA above shall include a reference to, and shall inure to the benefit of NAUI (The National Association of Underwater Instructors), PADI (The Professional Association of Diving Instructors), TDI (Technical Diving International) and any and all of their respective agents, servants, contractors and employees.

This document shall be binding upon me and my heirs, executors, administrators and assigns.

I further acknowledge: (Initial each section)

1. _____ I am a certified scuba diver trained in safe diving practices.
2. _____ I am aware of the risk inherent in the sports, scuba diving, skin diving, swimming, snorkeling, and accept the risks.
3. _____ I affirm that I am in good mental and physical fitness for diving and that I will not hold any of those entities identified in M/V VALENTINA above responsible if I am injured or die as a result of heart, lung, ear or circulatory problems or other illness or conditions that may occur while diving.
4. _____ I affirm that I am not under the influence of alcohol, nor am I taking any drugs that are contraindicated for diving.
5. _____ I understand that diving with compressed air involves certain risks and injuries can occur that require treatment in recompression chamber, I further understand that an open water diving trip may be conducted at sites that are remote, by time and/or distance, from a recompression chamber and/or medical facility, and nonetheless agree to accept and assume such risks when I proceed with such dives.
6. _____ I understand that even if I follow all of the appropriate dive practices, there is still some risk of sustaining decompression sickness, heart attack, embolism or other hyperbaric injuries, and I expressly assume the risk of such injuries or illnesses.
7. _____ I acknowledge that I have been fully and completely advised of the potential hazards and dangers incidental to engaging in boat based residence and activities and the activity and instruction of skin and scuba diving.
8. _____ I understand that diving in open waters involves additional risks due to the environment, animal or sea life, currents and mechanical equipment failure or misuse, and that injury or death may occur from such risks. There are additional risks involved in going to the island or its vicinities, shores, beaches, waterfalls, trails, as well as in the skiff ride and the swim to and from the island.
9. _____ I also understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this dive excursion. If I am injured or die as a result of heart attack, panic, hyperventilation or otherwise, I expressly assume the risk of such injuries.
10. _____ I acknowledge that I have read this agreement, understand it fully and agree to be bound by it. If I am not fluent in English, I affirm that this document has been fully translated and explained to me to my full understanding.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTAND THE LANGUAGE AND THE LEGAL RIGHTS THAT I AM GIVING UP BY SIGNING THIS DOCUMENT.

Signature of Participant (or guardian) _____

Print Name _____

Date _____



VALENTINA LIVEBOARD FLEET MEXICO

MEXICO OPERATION CENTER

C/O FUN BAJA

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Tel +52 612 120 2615 | E-mail: mrfun@funbaja.com

**M/V VALENTINA
APPLICATION FORM**

Liability Release and Assumption of Risk Agreement

Enriched-Air (Nitrox) Diving

Please read carefully and fill in all blanks before signing.

I, (print name) _____, hereby affirm that I am thoroughly informed about the particular hazards of scuba diving with oxygen-enriched breathing gas.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I also understand that diving with oxygen enriched air ("Enriched Air") involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I further understand that the open water diving trips may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that M/V VALENTINA and its instructors, dive masters, affiliate and subsidiary corporations nor any of their instructors, dive guides, respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this diving program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in activity using enriched air, I hereby personally assume all risks of this activity, whether foreseen or unforeseen, that may befall me while I am engaging in the activity including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless the said activity and release the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this activity including both claims arising during or after the activity.

I will inspect all of my equipment prior to the activities and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

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 agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that 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, (print name), M/V VALENTINA AND ITS INSTRUCTORS, DIVE MASTERS, AFFILIATE AND SUBSIDIARY CORPORATIONS NOR ANY OF THEIR INSTRUCTORS, DIVE GUIDES, RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS OR ASSIGNS FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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.

Signature

DATE

Signature of Parent or Guardian (where applicable)

DATE