

Kuwait Mantas Diving Club

British Sub-Aqua Club Branch 1045



Indemnity Declaration for a Guest

In consideration of my participating in any proposed activity of the Kuwait Mantas Diving Club (henceforth "The Mantas"), albeit for payment, I hereby agree, acknowledge, and confirm the following:

1. I am participating in any or all of boating (i.e. as a passenger), diving, swimming, or snorkeling, and any associated activities, whether on or from a boat, a beach or any other location, independently and voluntarily as a non-member of The Mantas.
2. I am physically and mentally fit for the activities I will carry out. I am not taking, am not, nor will be under the influence of any alcohol, drugs, medications, or other such substances. I have had my fitness for those activities checked by a qualified medical practitioner, and I have a current medical certification for the activities I intend to carry out, as appropriate.
3. The activities can be hazardous, and physically and mentally demanding. I am solely responsible for assessing the activities against my health and abilities, including assessment of any proposed dive site. I am solely responsible for my own decision to participate in any of the activities. I will abide by all decisions and instructions of The Mantas' Dive Manager, and Driver or Cox as to my participation or otherwise in any activity.
4. I will carry out the activities in a safe and prudent manner, including following all proper, reasonable, and safe procedures applicable to preparing for and conducting the activities. I am familiar with those procedures. I will undertake the activities within my own ability, skill, and health, and will not exceed the limits of my certification, as appropriate. I hold all necessary certifications for the activities I will undertake, and these remain current.
5. I am responsible for checking all the equipment I use, whether my own or hired, and that of my buddy, and ensuring that it is in proper working order, and is adequate for the activities I will undertake.
6. The Mantas, its officers, and members are not in any way liable or responsible for any costs, expenses, claims, loss, damage, injury, disappointment, or any other harm which I may suffer, or am liable to, now, or at any time in any way arising out of, or in connection with, the activities or anything associated with the activities, howsoever caused, including by accident, negligence, or neglect.
7. I will indemnify and hold harmless The Mantas, its officers, guests, and members against all and any costs, expenses, claims, loss, damage, injury, disappointment, or any other harm which I may suffer, or am liable to, now or at any time in any way arising out of, or in connection with, the activities or anything associated with the activities, howsoever caused by me, whether by accident, wilful misconduct, negligence, neglect, or otherwise. If the parent or guardian of a minor, I am aware that by signing this form I indemnify and hold harmless The Mantas on that minor's behalf.
8. Any and all claims, disputes, or issues arising out of them or in conjunction with the activities, or this agreement, acknowledgment, and confirmation shall be governed by the laws of Kuwait, and I submit to the exclusive jurisdiction of the courts of Kuwait.

Full name: _____

Home address: _____

Telephone: _____ **Emergency contact telephone:** _____

Diving qualifications: _____ **Agency:** _____

Date of last medical: _____ **Date of birth:** _____

[Parent or guardian to sign below if participant is under the age of 18:

_____]

Signature _____ **Date:** _____