



SOLO DIVING DIVER INFORMATION SHEET, WAIVER AND RELEASE

Diving by one's self has been around since the advent of recreational diving. However, only recently has any certification agency recognized the practice as an acceptable form of recreational scuba diving and created a training program to properly train divers for Solo Diving. However, the actual number of divers certified for Solo Diving is extremely small. At the same time – we recognize that a live-aboard dive vacation offers the Solo Diver an excellent opportunity to utilize his/her training. It is for this reason that we have created this information sheet, clearly explaining the support and limits of support, that we can offer the Solo Diver, and the expectations that we have of divers who choose to dive without a buddy.

Diver Qualifications

- As a Solo Diver you will need to present your nationally recognized certification[s] as a recreational diver and your certification as a Solo Diver from Scuba Diving International. (Currently SDI is the only training agency that offers the Solo Diver certification.)
- You will need to provide all of the equipment necessary to properly dive without a buddy. In particular an independent 2nd regulator attached to an air source is required. SDI training recommends that system be a minimum 50% the capacity of your primary cylinder and consisting of either a pony bottle or twin cylinders with an isolation valve. A Spare Air unit is only acceptable on shallow dives of 25 feet or less.
- Solo Divers will provide Peter Hughes Diving, Inc. a minimum of one month's notice prior to the charter that they intended to dive solo so that the captain and crew can be properly notified.

Equipment Availability

- The Solo Diver must provide all equipment to support their diving for the duration of their trip. This would include, but shall not be limited to pony bottles, hardware for creating a twin tank system and manifolds, Spare Air unit, regulators, and tank fill adaptors. Local rental / purchase of these specialized tanks and adaptors is not available.
- All tanks supplied by the Solo Diver must contain current hydrostatic and visual inspection documentation.

Crew Support

- Solo Diving is only available on non-drift dive vessels which are Sun Dancer II (Belize) and Star Dancer (PNG). Solo Diving not available permitted on Wind Dancer, Sky Dancer, Ocean Dancer, and Komodo Dancer.
- Dancer fleet crew members are not operationally qualified as Solo Divers and may not be familiar with the equipment you bring. (ie: set up, tear down, rinsing, or tank changes.) Your Dancer fleet crew will be happy to assist you with normal diving logistics provided to open circuit divers as well.
- When notified that you are diving "solo" your Dancer fleet crew will ask you to file a "dive plan" before each dive that indicates your planned direction, depth, duration, and expected return time to the vessel. Should you not return to the vessel by your planned time, the crew will then initiate the appropriate emergency response.

Diving Etiquette

- All diving must be conducted in accordance with established procedures for that vessel in the specific location. At no time is decompression or extended range diving permitted.
- Solo diving is permitted at the Captain and/or Divemaster's discretion. When the diving is conducted in organized groups and/or tender diving (ie: drift diving conditions) – Solo Diving is not permitted.
- Unless part of a specific "Solo Diver Event", the Solo Diver will be interacting with recreational diver buddy teams throughout their vacation. It is expected that the Solo Diver will coordinate his/her dive planning so that buddy team divers are not inconvenienced or delayed in starting or ending their dives. Due to the longer change over times where multiple tanks are involved, this may include missing scheduled dives so as not to inconvenience buddy team divers.

Release Form

- Divers who wish to participate in Solo Diving during their Dancer Fleet experience must execute a supplemental release form indicating that they understand the practices involved and accept full and sole responsibility for their diving with such practices. (A copy of the required Release and Waiver is attached hereto and made a part herof and incorporates the rules, regulations, policies and/or practices set forth in this Information Sheet page.)

- IMPORTANT NOTE - YOU MUST COMPLETE AND SIGN PAGE 3 AND INITIAL EACH AND EVERY PAGE -



DIVER NAME: _____

Date _____

| | Dive #1 | Dive #2 |
|---------------------------------|-------------------------|-------------------------|
| Dive Site | | |
| Direction of Travel | | |
| Tank Pressure | | |
| Planned Max Depth | | |
| Latest Return Time | | |
| Diver Initials (Recording Plan) | | |
| Actual Time In | (To be completed by DM) | (To be completed by DM) |
| Actual Return Time | (To be completed by DM) | (To be completed by DM) |
| Divers Initials Upon Return | | |

Date _____

| | Dive #1 | Dive #2 |
|---------------------------------|-------------------------|-------------------------|
| Dive Site | | |
| Direction of Travel | | |
| Tank Pressure | | |
| Planned Max Depth | | |
| Latest Return Time | | |
| Diver Initials (Recording Plan) | | |
| Actual Time In | (To be completed by DM) | (To be completed by DM) |
| Actual Return Time | (To be completed by DM) | (To be completed by DM) |
| Divers Initials Upon Return | | |

(Copy this document as many times as necessary so that each planned solo dive can be recorded.)



**SOLO DIVING RELEASE OF LIABILITY AND
EXPRESS ASSUMPTION OF THE RISK**

This document is a legally binding contract which is intended to provide a comprehensive release of liability and express assumption of risk. The specific rights of the parties may vary from state to state or jurisdiction to jurisdiction.

I hereby affirm that I have read and I understand, and agree to abide by all of the rules, regulations, policies and practices pertaining to Solo Diving which are embodied in the preceding Information Sheet and that that I have been advised and thoroughly informed of the inherent hazards of solo scuba diving. I further affirm that I am providing my own independent second air source and regulator and have been trained in its use and care. I have inspected my equipment upon arrival at my vessel and deem it in full working order. I agree that I will inspect my equipment before each dive to verify that it remains in working order.

I understand that solo diving involves certain inherent risks; including but not limited to drowning, decompression sickness, air embolism, oxygen toxicity, inert gas narcosis, marine life injuries, and other types of barotraumas and/or hyperbaric injuries. I further understand that by diving alone, I may not have a dive buddy to assist me should any of these, or any other, diving malady or accident occur while I am solo diving. I understand that the open water diving trips I am requesting to dive solo on, may be conducted at a site that is remote, whether by time or distance or both, from such recompression chamber and medical facilities that may be urgently needed as a result of my solo diving activities. I still choose to proceed with such recreational dives in spite of the possible absence of assistance from a buddy and/or a recompression chamber / medical facility in proximity to the dive site.

I hereby release from any and all legal liability **Peter Hughes (an individual), Peter Hughes Diving, Inc., Sun Dancer (Belize) Ltd., Walindi Plantation Dive Cruises, Ltd., Star Dancer Limited,** my instructor(s) and/or guide(s), the instructors who provided my solo diving training, the facility that I received my solo diving training from, all recognized training associations or companies, my dive buddy, other participants on this trip, and/or their principals, directors, officers, employees, representatives, agents, attorneys, affiliates, subsidiaries, parent entities, related entities, facilities, (hereinafter, the "Releasees"), for myself, _____ (Insert Your Name Here) my personal representatives, heirs, administrators, executors, successors, assigns and next of kin, from any and all liability for damage and injury or death to myself or to any persons or property through which I am granted the privilege of solo diving, and of any claim based upon negligence, breach of warranty, contract or any other legal theory, accepting myself the full risk and responsibility for such damage, injury or death which may result from diving solo.

On behalf of myself and my heirs, executors, administrators or assigns, I freely and voluntarily hereby release, waive, discharge and relinquish any action or cause of action, which may arise for my heirs, executors, administrators and for my estate and agree that under no circumstance will I or my heirs, executors, administrators or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Released Parties for any cause of action, whether the same shall arise by the negligence of any of said persons, or otherwise. **IT IS MY INTENTION, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR ANY HARM, PERSONAL INJURY, OR PROPERTY DAMAGE OR WRONGFUL DEATH THAT MAY BEFALL ME WHILE I AM SOLO DIVING, INCLUDING ALL RISKS CONNECTED THEREWITH, WHETHER FORSEEN OR UNFORSEEN, EVEN IF CAUSED BY NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT OF THE RELEASED PARTIES.**

On behalf of myself and my heirs, executors, administrators or assigns, I agree that in the event any claim for personal injury, property damage or wrongful death arising out of my enrollment and participation in solo diving, including all claims arising before, during, and after this solo diving activity, shall be prosecuted by or on behalf against the Released Parties, I or my estate shall indemnify and hold harmless the released parties from any and all claims or causes of action by whomever or wherever made or presented from personal injuries, property damage or wrongful death.

If any provision hereof shall be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract shall retain full force and effect.

This Waiver Agreement shall be exclusively governed, interpreted, construed, enforced and determined according to the laws of the jurisdiction in which the dives take place.

That, despite the foregoing prohibition against suing Releasees, if any lawsuits are filed against releasees, such lawsuits shall be adjudicated only in the courts or tribunals of the jurisdiction in which the dives take place, to the exclusion of any other courts or tribunals. Any such lawsuits or legal proceedings filed more than one (1) year after the date of the accident, event or occurrence shall be absolutely time-barred. In any such lawsuits, dismissals or judgments in favor of all, or any of, the Releasees, shall entitle the Releasees to recover reasonable attorneys' fees, costs and disbursements from the Plaintiff(s) who brought such lawsuits, at all trial and appellate levels.

- IMPORTANT NOTE - YOU MUST COMPLETE AND SIGN PAGE 3 AND INITIAL EACH AND EVERY PAGE -

Facsimile signatures shall suffice as originals.

I affirm I am physically and mentally fit to engage in solo diving activities, and that I shall, at all times, demonstrate a mature, thoughtful and cautious approach to all diving activities, solo or otherwise.

I affirm that I have completed a Solo Diver Certification from a recognized training organization. I will present these certification cards as evidence of successful completion of said training to the captain / manager of the vessel upon boarding, but, in all events, before any diving activities. I will provide the Captain with a copy of my Solo Diver Certification, for the Captain's file.

I affirm that the Captain of the vessel is the final authority for diving activities on the particular vessel and that the privilege of solo diving is solely at the Captains discretion. In locations where the diving is conducted in organized groups and/or tender diving (ie: drift diving conditions) – I acknowledge that Solo Diving is not permitted. I further acknowledge that environmental conditions (daylight, wind, rain, currents, etc.) may impact the Captain's decision to allow or disallow solo diving on a given day or dive.

I hereby agree to accept all terms and conditions of this contract. This document constitutes that final and entire agreement between the Released Parties and the undersigned. The Released Parties provide no warranties express or implied. I am of lawful age and legally competent to sign this contract and release or I have acquired the written consent of my parent or guardian.

I ACKNOWLEDGE THAT I HAVE READ ALL OF THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND ENGLISH AND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN SOLO DIVING AND THAT I UNDERSTAND AND AGREE THAT BY SIGNING THIS INSTRUMENT I AM GIVING UP MY RIGHTS TO SECURE, OR TO BE GRANTED, ANY FORM OF JUDICIAL RELIEF OR TO COLLECT MONETARY DAMAGES FROM ANY OF THE RELEASED PARTIES AMONG OTHER THINGS FOR PERSONAL INJURY, PRODUCTS LIABILITY, PROPERTY DAMAGE OR WRONGFUL DEATH DUE TO NEGLIGENCE OR OTHERWISE AS MORE FULLY SET FORTH HEREIN.

Solo Diver

Witness #1

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witness #2

Name: _____

Signature: _____

Date: _____

Certification Information

Fleet Information:

Solo Diver Cert #: _____

Vessel: _____

Date Issued: _____

Destination: _____

Instructor Name: _____

Facility Name: _____

NOTE TO CAPTAIN: Be sure to staple a copy of the solo diver certification card to this document.