



REBREATHER DIVER INFORMATION SHEET

Rebreather diving has been around for many years. However the actual number of divers utilizing rebreathers is extremely small. At the same time – we recognize that a live-aboard dive vacation offers the rebreather diver an excellent opportunity to utilize their equipment. That is why we have created this information sheet so that we can clearly explain the support and limits of support, that we can offer the rebreather diver and the expectations that we have of divers utilizing rebreather equipment.

Diver Qualifications

- As a Rebreather Diver you will need to present your certifications as a Rebreather Diver and training qualifications for the particular unit you plan to use on the Dancer Fleet vessel.
- If your rebreather unit requires an Enriched Air mix greater than 32% – partial pressure blending is required to support the rebreather tank fills. Dancer Fleet crew members are unable to assist with this. Therefore, the Rebreather Diver (or group of rebreather divers) must also have at least one qualified gas blender as a member of their group who will assume sole responsibility of blending and filling the rebreather unit air sources.
- Rebreather divers will provide Peter Hughes Diving, Inc. a minimum of one month's notice prior to the charter that they intended to use a rebreather so that Oxygen can be arranged and confirmed.

Equipment Availability

- Oxygen regularly carried on board any Dancer fleet vessel is for emergency operations only. If your rebreather unit utilizes a 32% mix of Enriched Air – you may use your rebreather while participating in our Nitrox Diver Program (you then must also execute our Nitrox Diver release form). For a rebreather requiring higher O2 content, your Dancer Fleet crew will coordinate (at the divers sole expense) the rental and delivery to the vessel of a separate Oxygen cylinder for use by the rebreather divers. Due to the remoteness of the locations that we operate in, the Oxygen cylinder will most likely be welding quality gas, and Oxygen availability is not guaranteed in any destination.
- The rebreather diver must provide all equipment and consumables to support their diving for the duration of their trip. This would include rebreather systems, air bottles, bail out bottles and regulators, tank fill adaptors, and Oxygen fill hoses that provide connections between industrial size Oxygen bottles and the rebreather bottles. Local rental / purchase of tanks and consumables are not available.
- All tanks supplied by the rebreather diver must contain current hydrostatic and visual inspection documentation. They must also be cleaned for O2 use.
- The rebreather diver is also responsible for removing and legally disposing of spent consumables. Peter Hughes Diving expressly forbids the disposal of used absorbent in the ocean.

Crew Support

- Rebreather diving is only available on non-drift dive vessels which are Sun Dancer II (Belize) and Star Dancer (PNG). Rebreather diving is not available on Wind Dancer, Sky Dancer, Ocean Dancer, and Komodo Dancer.
- Dancer fleet crew members are not operationally qualified to assist with any rebreather equipment work (ie: set up, tear down, rinsing, consumable replacement, or tank changes.) Your Dancer fleet crew will be happy to assist you with normal diving logistics provided to open circuit divers as well.

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.
- In locations where the diving is conducted in organized groups and/or tender diving - rebreather divers should expect to dive in the same group as open circuit divers.
- Unless part of a specific “rebreather event”, the rebreather diver will be interacting with open circuit divers throughout their vacation. It is expected that the rebreather diver will coordinate their dive planning so that open circuit divers are not inconvenienced or delayed in starting or ending their dives. Due to the longer change over times where consumables are involved, this may include missing scheduled dives so as not to inconvenience open circuit divers.

Release Form

- Divers who wish to utilize a rebreather 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 equipment. (A copy of the release form is attached.)



REBREATHER AND OXYGEN ENRICHED AIR 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 been advised and thoroughly informed of the inherent hazards of skin diving and scuba diving, and the particular hazards of scuba diving using a rebreather device with oxygen enriched air. I further affirm that I am providing all of my own rebreather equipment 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 diving with a rebreather involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas and absorbent materials. When using enriched air mixes greater than 32%, I understand that I or a member of my party are certified gas blenders and we will be solely responsible for the preparation of the oxygen enriched air used in the rebreather units. I also understand the inherent risks of using a rebreather device and assume full responsibility for the setup and configuration of my rebreather unit on each dive.

Further, I understand the usual inherent risks of scuba diving; including but not limited to decompression sickness, air embolism, drowning, or other injuries; that may occur that require treatment in a recompression chamber. I understand that the open water diving trips I am requesting participating in may be conducted at a site that is remote, whether by time or distance or both, from such recompression chamber and medical facilities. I still choose to proceed with such recreational dives in spite of the possible absence of 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**, their owners, officers, directors, employees, agents, my instructor(s) and/or guide(s), all recognized training associations or companies, and their owners, officers, employees, agents or assigns, (hereinafter the "Released Parties") from any and all liability for damage and injury or death to myself or to any persons or property resulting from the use of rebreather equipment and/or the oxygen enriched air used to operate it 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 using oxygen enriched air.

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 PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT.**

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 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.

I affirm I am physically and mentally fit to engage in the diving activities.

If any provision herof 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 contract shall be governed by the laws of the jurisdiction in which the dives take place.

If, despite the foregoing prohibition, any claim, action or proceeding is brought against the released parties, or any of them, such claim, action or proceeding shall be fully barred unless: (1) brought within one (1) year of the alleged event or accident or injury or damage; and (2) brought solely and exclusively in the jurisdiction in which the dives took place, to the exclusion of all other courts or tribunals. In any such claims actions or proceedings, the released parties shall be entitled to recover reasonable attorneys' fees, costs, disbursements and expenses, at trial and all appellate levels.

- IMPORTANT NOTE - YOU MUST COMPLETE AND SIGN PAGE 2 -

I affirm that I have completed training from a recognized enriched air training organization, plus certification from a recognized rebreather training organization, plus received training / certification in the use of my particular rebreather unit. When using enriched air mixes greater than 32%, I further certify that I or a member of my party has completed training from a recognized enriched air training organization as a gas blender. I will present these certification cards as evidence of successful completion of said training to the captain / manager of the vessel upon boarding.

I affirm that I personally analyzed the oxygen enriched air in the cylinder(s) obtained on this date and that I understand such enriched air may be used to the maximum depth that I have indicated below. I also affirm that I have analyzed the cylinder pressure and have indicated such pressure in the appropriate space below.

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, and if applicable, the Nitrox product is accepted "AS IS". 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 DIVING WITH A REBREATHER AND OXYGEN ENRICHED AIR AND THAT I UNDERSTAND AND AGREE THAT BY SIGNING THIS INSTRUMENT I AM GIVING UP MY RIGHTS TO COLLECT MONETARY DAMAGES FROM ANY OF THE RELEASED PARTIES FOR PERSONAL INJURY, PRODUCTS LIABILITY, PROPERTY DAMAGE OR WRONGFUL DEATH DUE TO NEGLIGENCE OR OTHERWISE.

Rebreather Diver

Witness

Name: _____ Name: _____
Signature: _____ Signature: _____
Date: _____ Date: _____

Parent or Guardian

Fleet Information:

Name: _____ Vessel: _____
Signature: _____ Destination: _____
Date: _____

Rebreather Unit Information

Certification Information

Manufacturer: _____ Nitrox Cert #: _____
Model: _____ Rebreather Cert #: _____
Serial #: _____ Blender Name: _____
Tank Serial #: _____ Blender Cert #: _____

REBREATHER DIVER ENRICHED AIR LOG SHEET

NAME: _____

Day 1 - Date _____

Dive #	Tank Pressure	Nitrox %	Planned Dive Duration	Signature
1				
2				
3				
4				
Night				

Day 2 - Date _____

Dive #	Tank Pressure	Nitrox %	Planned Dive Duration	Signature
1				
2				
3				
4				
Night				

Day 3 - Date _____

Dive #	Tank Pressure	Nitrox %	Planned Dive Duration	Signature
1				
2				
3				
4				
Night				

Day 4 - Date _____

Dive #	Tank Pressure	Nitrox %	Planned Dive Duration	Signature
1				
2				
3				
4				
Night				

Day 5 - Date _____

Dive #	Tank Pressure	Nitrox %	Planned Dive Duration	Signature
1				
2				
3				
4				
Night				

Day 6 - Date _____

Dive #	Tank Pressure	Nitrox %	Planned Dive Duration	Signature
1				
2				
3				
4				
Night				