



責任免除/風險承擔/非代理承認協議書  
潛水員活動

請仔細閱讀並在簽名前妥當填寫所有空白處。

非代理關係條款確認和同意書  
潛水歷險會

本人了解並同意 PADI 會員(以下稱「會員」),包括 \_\_\_\_\_,以及/或與我本人將要參加的活動相關之 PADI 個人教練和潛水長,已選擇使用 PADI 多種商標及執行 PADI 的訓練課程,但上述對象非 PADI Americas, Inc. 及其母公司、子公司或聯營公司(以下稱「PADI」)之代理機構、雇員或加盟商。本人亦了解會員的商業活動為獨立進行,不為 PADI 擁有或操作。雖然 PADI 潛水員訓練課程之標準由 PADI 所建立,但會員的商業活動營運,日常 PADI 課程的執行以及會員及員工對潛水學員的指導, PADI 不負相關責任也無從控制。本人了解並代表本人、本人之繼承人與本人之合法代表同意,若本人由於參加本活動而受傷或死亡,本人或本人的合法代表皆不得追溯 PADI 之相關責任,不得追溯與本活動相關之 PADI 個人教練和潛水長於事件發生時的作為、無為或疏忽導致的責任。

責任免除和風險承擔協議書

本人, \_\_\_\_\_,藉此聲明本人作為一合格水肺潛水員受過安全潛水規範的培訓,或本人作為一名潛水學員會受到一位合格教練的控制和指導。本人知道浮潛潛水、自由潛水和水肺潛水存在固有的風險,包括那些與往返於潛水地點的船只有關的風險(以下簡稱「短途潛水行程」),這可能導致嚴重的傷害或死亡。本人了解使用壓縮空氣潛水可能導致若干固有之風險,其中包括但不限於減圧病、空氣栓塞或是其他氣壓傷害/空氣擴張等將要送入再壓艙治療的病症。如果本人使用氧氣含量較高的氣體(高氧空氣)或其他溫度和純度的氣體進行水肺潛水,本人還明白這會導致氧氣中毒的固有風險,和/或吸入不當混合氣體的固有風險。本人承認這次短途潛水行程包括在船上滑倒或跌落的風險,在水中被船只劃傷或撞傷的風險,在上下船時發生傷害的風險,以及其他海上的危險。我進一步了解,短途潛水行程活動將在距離市廳較遠的地方進行,無論是所用時間還是距離,或者兩者皆是。儘管在潛水地點附近沒有再壓艙,本人還是選擇繼續進行短途潛水行程活動。

潛水歷險會

本人了解並同意無論 \_\_\_\_\_;或在潛點現場出席活動的潛水專業人士,或 PADI Americas, Inc. 及其聯營公司、子公司、雇員、主管、代理人、合同工或受讓人(以下統稱為「豁免方」)在由于本人參加此活動或由于豁免方主動或被動之疏忽行為而使本人受傷、死亡或遭受損失的情況下,皆無須對本人、本人家庭、代理人、繼承人或受讓人負任何法律責任。

本人確認本人具備良好的精神和身體狀態參加這次旅行。本人進一步聲明,如果本人受到酒精或任何潛水禁忌藥物的影響,本人將不會參加短途潛水行程活動。如果本人目前正在服用藥物,本人確認本人已經諮詢過合格醫生並被批准可以在此藥物的影響下進行潛水活動。本人明白潛水是一項體力活動,而且在短途潛水行程期間本人將會消耗體力,如果本人因心臟病發作、恐慌、過度換氣、溺水或任何其他原因而受傷,本人知曉並願意承擔上述傷害的風險,並且本人不會要求豁免方對此負責。

本人知道安全的潛水做法是建議與潛伴一起潛水,除非受過獨行俠潛水專長的訓練。本人知曉本人有責任根據本人的潛水經驗和限制,以及當時的水況和環境來計劃潛水活動。本人將不要求豁免方對本人未能安全地計劃本人的潛水、未能按照本人制定的計劃進行潛水,以及未能導導專業潛水人員的指示和未能聽取潛水艙報負責。

如果是在船上進行潛水活動,本人將出席並仔細聆聽由船員進行的簡介。如果其中有任何本人不明白的事宜,本人將會立即告知船員或船長。本人承認本人有責任將本人的潛水活動計劃為減壓的潛水,並在允許本人上升到水面之前進行安全停留的限制範圍內,在到達船上時,本人的氣瓶里還有氣體,以此作為安全保障措施。如果本人在水面上發生危險情況,本人會立即要求本人的配置,給本人的 BCD 充氣(口吹或用低壓充氣管),在水面建立正浮力。

本人知道安全的潛水做法是建議在一段時間沒有進行潛水活動後進行潛水複訓或有指導的潛水。本人了解潛水複訓/有指導的潛水需要支付額外的費用。如果我選擇不遵循這一建議,我將不會要求豁免方對我的決定負責。

本人了解豁免方會提供在水中的潛水引導(導導)在短途潛水行程期間。導導的出席只是協助在潛水過程中導航方向和辨識當地水下動物物。如果本人選擇和導導一起進行潛水活動,本人了解在潛水期間保持和導導足夠近的距離是本人的責任。無論我選擇在潛導附近潛水或獨立於潛導進行潛水,本人將承擔所有相關的風險。本人確定本人參與潛水活動的風險和危險都將由本人自行承擔。

本人確認,在離開碼頭參加短途潛水行程之前,本人有責任檢查本人將使用的所有裝備,如果裝備不能正常工作,本人就不應該繼續潛水。如果本人在潛水前沒有檢查潛水裝備,或選擇使用可能無法正常工作的裝備進行潛水活動,本人將不要求豁免方承擔責任。

本人承認,豁免方未向我作出任何暗示或其他形式的陳述,即他們或他們的船員能夠或將會進行有效的救援或提供急救。如果本人表現出過癮跡象或求救跡象,本人希望得到幫助,並且不會要求豁免方、他們的船員、潛水船或乘客對他們在嘗試進行救援或急救時的行為負責。

本人在此聲明並同意,本協議將在本人簽署本協議之日起一(1)年內對本人參加的所有短途潛水行程有效。

本人進一步聲明,本人已達到法定年齡並具有簽署本責任免除聲明書的法律能力,或者本人已獲得父母或監護人的書面同意。本人理解本協議的條款是合同條款,而不僅是道德的陳述,並且本人對本協議的簽署視本人自由意志行為,並且了解本人在此同意放棄本人的合法權利。本人進一步同意,如果發現本協議的任何條款不可執行或無效,則該條款應從本協議中分離出來。本協議的其餘部分將被解釋為儘管此處從未包含不可執行的條款。本人理解並同意,本人不僅放棄了起訴豁免方的權利,而且放棄了我的繼承人、受讓人或受益人可能因我的死亡而起訴豁免方的任何權利。本人進一步聲明,本人有權這樣做,並且我的繼承人、受讓人或受益人將因本人對豁免方的承諾而被禁止提出其他要求。

本人, \_\_\_\_\_,藉此文件,同意免除和豁免上述豁免方對任何人身傷害、財產損失或意外死亡的責任或義務,包括但不限於豁免方的過失,無論是被動的還是主動的。

在本人代表本人及本人的繼承人簽署本文件之前,本人已閱讀過並被充分告知此非代理關係條款確認和同意書與責任免除和風險承擔協議書之內容。



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Email: info@divinghk.com  
http://www.divinghk.com

日期 Date \_\_\_\_\_

船 Vessel: Adv. \_\_\_\_\_

	Print Name 參加者正楷姓名	Level e.g. PADI OW	Cert No 潛水証號碼	Signature 參加者簽名
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Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form  
DIVER ACTIVITIES

Please read carefully and fill in all blanks before signing.

NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT

Diving Adventure

I understand and agree that PADI Members ("Members"), including \_\_\_\_\_, and/or any individual PADI instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc., or its parent, subsidiary and affiliated corporations ("PADI"). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members' business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of the entities listed above and/or the instructors and divemasters associated with the activity.

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, \_\_\_\_\_, hereby affirm that I am a certified scuba diver trained in safe dive practices, or a student diver under the control and supervision of a certified scuba instructor. I know that skin diving, freediving and scuba diving have inherent risks including risks associated with boat travel to and from the dive site (hereinafter "Excursion"), which may result in serious injury or death. I understand that scuba 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. If I am scuba diving with oxygen enriched air ("Enriched Air") or other gas blends including oxygen, I also understand that it involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I acknowledge this Excursion includes risks of slipping or falling while on board the boat, being out or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea. I further understand that the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber. I still choose to proceed with the Excursion in spite of the absence of a recompression chamber in proximity to the dive site(s).

Diving Adventure

I understand and agree that neither \_\_\_\_\_, nor the dive professional(s) who may be present at the dive site, nor PADI Americas, Inc., nor any of their affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors and assigns (hereinafter "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 during the Excursion as a result of my participation in the Excursion or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness for the Excursion. I further state that I will not participate in the Excursion if I am under the influence of alcohol or any drugs that are contraindicated to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that diving is a physically strenuous activity and that I will be exerting myself during the Excursion and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. I am aware it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s).

If diving from a boat, I will be present at and attentive to the briefing given by the boat crew. If there is anything I do not understand I will notify the boat crew or captain immediately. I acknowledge it is my responsibility to plan my dives as no-decompression dives, and within parameters that allow me to make a safety stop before ascending to the surface, arriving on board the vessel with gas remaining in my cylinder as a measure of safety. If I become distressed on the surface I will immediately drop my weights and inflate my BCD (orally or with low pressure inflator) to establish buoyancy on the surface.

I am aware safe dive practices recommend a refresher or guided orientation dive following a period of diving inactivity. I understand such refresher/guided dive is available for an additional fee. If I choose not to follow this recommendation I will not hold the Released Parties responsible for my decision.

I acknowledge Released Parties may provide an in-water guide (hereinafter "Guide") during the Excursion. The Guide is present to assist in navigation during the dive and identifying local flora and fauna. If I choose to dive with the Guide I acknowledge it is my responsibility to stay in proximity to the Guide during the dive. I assume all risks associated with my choice whether to dive in proximity to the Guide or to dive independent of the Guide. I acknowledge my participation in diving is at my own risk and peril.

I affirm it is my responsibility to inspect all of the equipment I will be using prior to the leaving the dock for the Excursion and that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I acknowledge Released Parties have made no representation to me, implied or otherwise, that they or their crew can or will perform effective rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold the Released Parties, their crew, dive boats or passengers responsible for their actions in attempting the performance of rescue or first aid.

I hereby state and agree that this Agreement will be effective for all Excursions in which I participate for one (1) year from the date on which I sign this Agreement.

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 that I have the authority to do so and that my heirs, assigns, and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES DEFINED ABOVE 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 NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT, AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.



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日期 Date \_\_\_\_\_

船 Vessel: Adv. \_\_\_\_\_

	Print Name 參加者正楷姓名	Level e.g. PADI OW	Cert No 潛水証號碼	Signature 參加者簽名
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