**Diving Terms and Conditions:**

1. I understand that I will be diving in open water conditions, and I am physically and mentally capable and trained to participate successfully in open sea condition diving.
2. I understand that Dive Spear and Sport will not issue credit or refunds should the diver be unable to commence, or complete the dive due to seasickness, inability to equalize, or for any other reason, that may prevent the diver from commencing or participating fully in the dive.
3. I have no medical condition that would affect my ability to safely dive and I am not taking any medication that has not been approved by my physician for diving.
4. I will not attempt to dive under the effect of alcohol or drugs. I understand that should I be found to be under the influence, Dive Spear and Sport staff have the right to refuse permission to board the Dive Spear and Sport boat or enter the water while under the influence. Furthermore, I understand that I will not receive a refund or credit for the dive.
5. I warrant that as a certified diver my skill levels are at least equal to a newly certified open water diver. I understand that dive guides supplied by Dive Spear and Sport are solely to enhance my diving experience and not because such guidance is required to compensate for my lack of diving skill.
6. I understand that I am required to be at the boat pick up site 30 minutes prior to my dive to prepare and check my equipment. I understand that should I be late for the dive, or not show up, the boat will not wait and I will forfeit the dive/s.
7. While Dive Spear and Sport always attempt to follow the scheduled dive, occasions may arise where staff have to cancel or change trip destinations at any time due to weather or any other unforeseen circumstances. This may occur when approaching the scheduled site. I understand that this is for my safety and the safety of all other passengers on board the vessel.
8. I will follow the direction of Dive Spear and Sport staff at all times to ensure a safe and efficient operation. I will listen to all briefings and seek advice if I don't understand any part of the brief.
9. I take the responsibility for checking the safe and correct operation of my dive equipment prior to diving whether the equipment be provided by myself or Dive Spear and Sport. I will carry and know how to use a safety sausage and dive computer.
10. I understand that a safety sausage or SMB is a requirement on all open water dives and is for my own safety.
11. I understand the risks of diving beyond my limits, I take responsibility for the planning of my dive and then diving my plan. Unless qualified to do so, I agree to ensure my dive is within safe NO DECOMPRESSION limits.
12. By acknowledging this, I agree to release Dive Spear and Sport, its employees/contractors or associated agents from being sued for personal injury, wrongful death or damage to personal equipment. I am fully aware of the contents of this form and have clearly read and understood all the above points.
13. I agree to allow Dive Spear and Sport to use any pictures of have myself or any pictures that were taken on my trip on any social media site.

**Hire Terms and Conditions (applies to those hiring gear only).**

1. All equipment will be returned to Dive Spear and Sport, 1727 – 1729 Pittwater Rd, MONA VALE NSW 2102 in a reasonable condition, as it was upon commencement of the dive.
2. If the equipment is returned after the return date, it will be charged for until return, on a daily basis at the regular rates charged by the company.
3. If any equipment is returned in a damaged state or lost, the same shall be replaced or repaired at Dive Spear and Sports sole discretion. Whenever repairs or replacement is required the amount charged shall be the replacement cost of the Unit at Retail Cost or repair cost.
4. It is understood that the Hirer is a competent diver and that no claim whatsoever can be forthcoming from the use of the above equipment.
5. All equipment is to be inspected by the Hirer prior to leaving the dive centre for correct function and serviceability.
6. Tanks being hired are to be checked to ensure they have a fill pressure of at least 200 Bar.
7. Once equipment leaves the Dive Centre it is considered hired and no refunds are applicable, including unused air.
8. Please note that no refund will be issued for any dives not completed.