



PORT MORESBY SUB AQUA CLUB INC.

C/- RPYC, Boroko, Papua New Guinea

DISCLAIMER & ACKNOWLEDGEMENT

The Port Moresby Sub-Aqua Club Incorporated (**POMSAC**) is a non-profit diving club managed by volunteers who, even if they do hold relevant professional qualifications, do not consider themselves to be acting in a professional capacity. All advice given and actions taken are done in good faith, but POMSAC and Agents of POMSAC (including but not limited to the committee, members, dive organisers, trip organisers, boat drivers, the Royal Papua Yacht Club and Royal Papua Yacht Club employees) take no responsibility for their advice, actions or omissions, negligent or otherwise. You cannot assume that any Agent of POMSAC holds any qualification.

There are inherent risks in scuba diving, snorkelling, swimming in open water and visiting the tropical marine environment. You accept these risks by diving or joining a trip with POMSAC. You will always swim, dive or snorkel in accordance with your level of qualifications, ability and experience taking into account factors such as actual diving and weather conditions, underwater visibility and currents and other relevant factors. By your inclusion in any POMSAC activity, POMSAC does not in any way endorse your diving skills and/or qualifications. You are wholly responsible for your own safety when diving or on a trip with POMSAC and you are expected to use your own training and experience to determine whether you can safely participate in any club activity. POMSAC is not organised and run along the same lines as commercial dive or tour operators and you alone are entirely responsible for your own decision making and conduct.

Parents and/or guardians are solely responsible for the safety of their children/pupils and are solely responsible for the decision for their children/pupils to part take in any POMSAC activity. Parents and/or guardians are solely responsible for the supervision of their children/pupils at all times and sign this declaration on behalf of themselves as well as their children/pupils.

Any fees levied by POMSAC are solely to recover running costs. No member of POMSAC is financially rewarded for their services. It is your responsibility to ensure that any equipment you use, whether you own it or not, is in working order and that it will allow you to safely participate in any POMSAC activity.

POMSAC and Agents of POMSAC shall not be liable to any extent whatsoever to you and your children/pupils if you or your children/pupils suffer injury, loss or damages as a result of the intentional or negligent acts or omissions or any other acts of POMSAC or Agents of POMSAC.

Safe Diving Recommendations

POMSAC has an excellent record of safe diving. In order to maintain this safety record and in order to stay in line with safety best practices recommended by major international diving organisations, the following safety practices listed below are recommended. Compliance with these recommendations remains your sole responsibility and you cannot assume that you will be monitored by POMSAC or any of its Agents.

- a) You should have an appropriate and thorough medical examination every twelve months.
- b) You should maintain an appropriate level of fitness.
- c) You shall apply safety best practices as prescribed by your certification agency. This includes a strict adherence of the buddy system and the personal testing of all equipment prior to the dive.

- d) You must have at least the following minimum equipment in order to SCUBA dive with POMSAC:
1. Mask, snorkel and fins;
 2. Appropriate thermal protection for expected water temperature
 3. BCD and weight system (weight belt or integrated weights of correct mass)
 4. Regulator, first stage regulators as well as a primary second stage regulator and an alternate air source regulator (octopus or integrated inflator regulator)
 5. Air pressure gauge
 6. Dive computer
 7. Safety sausage
 8. Also recommended; whistle and signalling mirror
- e) Tanks should be visually tested annually and hydrostatically tested every three years.
- f) Your other mechanical or electronic equipment should be serviced according to the manufacturer's recommendations (usually at least once a year), to prevent incidents caused by avoidable malfunctions.
- g) You are encouraged to obtain or maintain current Senior First Aid qualifications (or better) and to be familiar with the use of the oxy-viva equipment on the dive boat.
- h) You are strongly recommended to obtain appropriate and adequate dive insurance (for example, DAN)
- i) When diving, you agree to ascend slowly (no faster than 18 m/minute) and finish all dives with a safety stop at 5 metres for at least 3 minutes and with at least 50 bar of air in your tank.
- j) Where a breach of a safety protocol or an incident has occurred during a dive, you must inform the trip organiser as soon as possible. This includes a rapid ascent, a missed safety or decompression stops or insufficient time at a stop.

A trip or dive organiser, in his or her absolute discretion, has the right to refuse to allow you to dive or participate in a trip if your equipment, training or health does not appear to be appropriate for the dive or in the interests of the safety of all divers in the dive group or for any other reason. While the trip or dive organiser takes part in the organisation and may serve as a dive guide, you remain responsible for your own and your buddy's safety and should plan and dive accordingly.

By signing this document, you take full legal responsibility for your own safety and the safety of your children and pupils and agree to behave or dive in a manner that does not compromise the safety of others. You also agree to release, indemnify and hold harmless POMSAC, its committee, its dive organisers/guides and members, the Royal Papua Yacht Club Incorporated, the Royal Papua Yacht Club staff who may assist as skipper, dive organiser, trip organiser, deck hand or otherwise, from and against any damage, loss, cost, expense or liability incurred or a claim, action, proceeding or demand made however arising including through any act or omission, whether negligent or otherwise and whether present or future, fixed or un-ascertained, actual or contingent.

BY SIGNING THIS DOCUMENT, I/WE EXPRESSLY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS OF THIS DOCUMENT:

Name	Date	Signature