



Social Diving

Georgenstraße 45A, 80799 Munich, Germany

Phone: +49-(0)177-6998853

contact@social-diving.com, www.social-diving.com

Full Name: _____ (contracting partner)
 Street: _____ No.: _____
 ZIP: _____ City: _____ Country: _____
 Phone: _____ Date of Birth: _____
 E-Mail: _____

Disclaimer and Terms of Use

§1 General

This translation of our Disclaimer and Terms of Use is a courtesy to our customers and clients. Only the German version is legally binding.

This declaration informs the contracting partner of the established and internationally recognized procedures for safe diving during snorkeling, apnea and scuba diving. By repeating and recognizing these procedures, the safety of all involved in diving activities should be increased. By signing these Terms of Use and Disclaimer, the other party declares to be aware of and comply with these procedures. Before signing, the parties to the contract are required to discuss the content and implications of this statement with SOCIAL DIVING, and for minors, the signature of a parent or guardian is required. SOCIAL DIVING recommends a minimum age of 8 years for the safe participation in scuba diving, according to the training guidelines of the i.a.c./CMAS.

Scuba Diving snorkeling or apnea is associated with risks to health and material. Decompression sickness, embolism or other pressure-related injuries requiring treatment in a pressure chamber can occur. The following conditions preclude participation in diving activities: Epilepsy, tetanic seizures, disorders of consciousness, ear disorders, tuberculosis, pulmonary and respiratory diseases, heart defects, circulatory disorders, changes in the coronary arteries, bleeding tendency, chronic ocular disease, nasal and sinus disease, kidney and gallstone disease , SOCIAL DIVING recommends to its contracting partners an accident and liability insurance for diving (for example by AquaMed), which can be obtained from SOCIAL DIVING, as well as a valid medical examination with a diving specialist.

The contracting party is responsible for the safe performance of all diving activities, in particular scuba dives, and is responsible for the risks involved.

While participating in scuba diving activities, the instructions of SOCIAL DIVING and their vicarious agents must be followed. Violations lead to immediate exclusion.

SOCIAL DIVING and its vicarious agents are liable for any damage suffered by the student diving with the diving school, training and dive operations, only insofar as they were caused by gross negligence or intent. Liability for slight negligence is excluded. The participant undertakes to comply with the generally valid rules for scuba diving of international dive associations, in particular the i.a.c. and the CMAS, and to observe the valid insurance conditions. Liability for damage caused by technical dives and decompression dives is excluded.

The exclusion of liability also applies to any loss of property and damage of the contracting party in the premises under the responsibility of SOCIAL DIVING and for the transportations by car / truck or other means of transport to the dive sites or to the diving school itself. Transport by car / truck or other means of transport during an event does not form part of the booked service and is therefore subject to the personal responsibility of the participants themselves.

The contracting party hereby expressly waives any claims against SOCIAL DIVING or its vicarious agents for damages, which occur in connection with the use of the issued rental equipment, in so far as there is no gross negligence or intent on the part of SOCIAL DIVING or its vicarious agents. This waiver shall apply to disadvantages, damages, accidents and injuries of any kind and shall also extend to persons and institutions, in particular insurance companies, etc., which may claim any kind of damage arising from a claim.

§2 Diving equipment

The contracting party is obliged to check all equipment issued to them at the time of delivery for operational capability and defects. If the contracting party recognizes a shortage of the rental equipment at the conclusion of the contract or later, they must inform SOCIAL DIVING immediately. Otherwise, all claims of the contracting party from the use of the defective rental equipment are excluded. In addition, the contracting partner of the SOCIAL DIVING diving school is obliged to compensate for the damage resulting from failure to report. Any damage to the equipment during the rental period to the contracting partner must be communicated to SOCIAL DIVING immediately and will be charged to the contractor at the selling price of the equipment.

During the period of use, the contracting party undertakes to handle all equipment correctly and professionally and to protect it from overuse, damage and contamination. The rental equipment may only be used as intended and may not be given to third parties.

Urinating in the wetsuit is not permitted. In case of infringement the contracting party will be charged the suit at the retail price.

The contracting party is obliged to treat the borrowed equipment with care and to return it in a proper, complete and clean condition at the agreed time. Rental equipment must be returned dry.

The use of the rental equipment is permitted only within the borders of the Federal Republic of Germany. Use abroad requires the written confirmation of SOCIAL DIVING. When using the equipment in salt or chlorine water, the equipment should be washed with fresh water at the end of each day of diving. This also includes the inside of the BCD.

Getting water into the interior of the first stages of the regulator, for example during the washing process, is not permitted. In the event of a violation, the contracting party will be charged for the subsequently necessary inspection and the material costs for this.

Compressed air cylinders must be returned to SOCIAL DIVING with a residual pressure of at least 30 bar, based on the indicated pressure on the pressure gauge in the presence of a representative of SOCIAL DIVING when returning the compressed air cylinder. In the event of infringement, the contracting party will be charged for the subsequently necessary revision and the material costs for this.

Any repairs of the equipment by the contracting party itself or third parties require the prior written consent of SOCIAL DIVING. The liability for damage caused by the repair, even in the event that it has been previously confirmed in writing by SOCIAL DIVING, shall be borne by the contracting party itself.

Only the contracting party itself is liable for damages incurred by the use of the equipment to third parties in so far as SOCIAL DIVING or its vicarious agents do not act grossly negligently or intentionally.

The usage fee of the diving equipment is calculated on the basis of the current price list for rental equipment per calendar day, unless otherwise agreed in advance with SOCIAL DIVING. The cost of using the rental equipment during a dive course may differ and can be found in the respective call for tenders. The rental fee is payable upon delivery of the equipment, unless otherwise agreed.

The contracting party undertakes to dive with a buoyancy compensator device with sufficient buoyancy. The equipment that SOCIAL DIVING issues in their diving school and to the contracting parties is regularly maintained and complies with the EN 250. Participants of diving activities with SOCIAL DIVING are advised to use the SOCIAL DIVING rental equipment. The participant may only use his or her own diving equipment, or parts of it, if it complies with the German TÜV regulations or the respective national regulations. The contracting party is liable for all damage and damage to the equipment of SOCIAL DIVING arising from the use of inadequate own equipment.

The lessee is liable for any deterioration, loss, theft, accidental destruction and contamination of the rental equipment from the time of handing over the rental equipment and signing this declaration. In the event that the equipment as a whole or parts of it can not be returned at the contractually agreed date, the contracting party agrees to compensate for the missing parts.

In case of damage caused by the contracting party or violations of the present declaration, SOCIAL DIVING reserves the right to charge a processing fee of 39€ per claim in addition to the above mentioned claims against the contracting party.

§3 Miscellaneous

SOCIAL DIVING undertakes only non-decompression dives in scuba diving. The maximum depth for scuba diving of 40 meters must not be exceeded. Dives under extreme conditions (diving under ice, in water under 10 ° C, in caves or wrecks, or dives deeper than 30 meters, etc.) require the use of two separately lockable first stages, each equipped with a monitoring device (U / W manometer or air-integrated computer). This limitation of liability applies to damages, injuries and disadvantages of any kind, no matter what legal reason claims can be made.

The contracting party hereby agrees that SOCIAL DIVING may use and reproduce photographs, audio or film recordings made during diving activities. The contracting party expressly agrees that these recordings will be used by SOCIAL DIVING in the context of public relations work, for example on the homepage or in social networks.

The contracting partner's e-mail address will be entered by SOCIAL DIVING in a newsletter list, with which SOCIAL DIVING will regularly inform its customers about the latest events. If the contractual partner does not wish to use their e-mail address in the manner described above, they are advised to note this on the contact sheet.

SOCIAL DIVING sells diving equipment certified and approved for use in snorkeling, apnea and scuba diving. These can be purchased before the beginning of a diving event. For all dive sports items brought by the contracting partner themselves to the event, the latter is solely responsible for their functionality and applicability in the diving sport. For any accidents, damages and injuries to equipment, environment and persons caused by improper equipment of the contracting party, the contracting party is liable. Cancellation of services caused by faulty or inadequate equipment of the contracting party, for example dives booked by the contracting party at SOCIAL DIVING, will not be replaced. If the fulfillment of the service continues to be desired, SOCIAL DIVING reserves the right to charge the contracting party additionally.

I (Printed Name) _____ have read this disclaimer and terms of use and accept.

_____, on _____
(place) (date) signature / signature of a legal guardian