

# SCUBA FUN

Explore, Conserve & Rebuild the ocean with us...

## 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

I understand and agree that PADI Members ("Members"), including \_\_\_\_\_ store/resort, 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, \_\_\_\_\_ diver name, 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 those 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 cut 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).

I understand and agree that neither \_\_\_\_\_ store/resort; 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.



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