

# Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form Continuing Education Administrative Document

### NOTE: Also complete and attach the Diver Medical Form (Product No. 10346)

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgment and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or quardian.

I,\_\_\_\_\_participant name understand that as a diver I should:

- Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity, and refer to my course materials to stay current and refresh myself on important information.
- 2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave or technical diving unless specifically trained to do so.
- 3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Have a buoyancy control device, low-pressure buoyancy control inflation system, submersible pressure gauge and alternate air source and dive planning/monitoring device (dive computer, RDP/dive tables—whichever you are trained to use) when scuba diving. Deny use of my equipment to uncertified divers.
- 4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities. Recognize that additional training is recommended for participation in specialty diving activities, in other geographic areas and after periods of inactivity that exceed six months.

- 5. Adhere to the buddy system throughout every dive. Plan dives including communications, procedures for reuniting in case of separation and emergency procedures with my buddy.
- 6. Be proficient in dive planning (dive computer or dive table use). Make all dives no decompression dives and allow a margin of safety. Have a means to monitor depth and time underwater. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 18 metres/60 feet per minute. Be a SAFE diver Slowly Ascend From Every dive. Make a safety stop as an added precaution, usually at 5 metres/15 feet for three minutes or longer.
- 7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while underwater. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving. Carry at least one surface signaling device (such as signal tube, whistle, mirror).
- 8. Breathe properly for diving. Never breath-hold or skipbreathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and underwater and dive within my limitations.
- 9. Use a boat, float or other surface support station, whenever feasible.
- 10. Know and obey local dive laws and regulations, including fish and game and dive flag laws. I have read the above statements and have had any questions answered to my satisfaction.

I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when diving.

and/or the instructors and divemasters associated with the activity.

#### NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT

I understand and agree that PADI Members ("Members"), including	store/resort
and/or any individual PADI Instructors and Divernasters associated with the	e program in which I am participating, are licensed
to use various PADI Trademarks and to conduct PADI training, but ar	e not agents, employees or franchisees of PADI
Americas, Inc, or its parent, subsidiary and affiliated corporations ("PA	DI"). 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	ne 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 or death during this activity, neither I nor my estate shall seek to hold PA	
of death during this activity, heither i nor my estate shall seek to hold i'A	Di liable for the actions, mactions of negligence of

## Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form Continuing Education Administrative Document continued

#### LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I understand this Liability Release and Assumption of Risk Agreement (Agreement) hereby encompasses and applies to all diver training activities and courses in which I choose to participate. These activities and courses may include, but are not limited to, altitude, boat, cavern, AWARE, deep, enriched air, photography/videography, diver propulsion vehicle, drift, dry suit, ice, multilevel, night, peak performance buoyancy, search & recovery, rebreather, underwater naturalist, navigator, wreck, adventure diver, rescue diver and other distinctive specialties (hereinafter "Programs").

I understand and agree that neither my instructor(s), divemasters(s), the facility which provides the Programs

Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "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 as a result of my participation in the Programs or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in the Programs, I hereby personally assume all risks of the Programs, whether foreseen or unforeseen, that may befall me while I am a participant in the Programs including, but not limited to, the academics, confined water and/or open water activities. I further release, exempt and hold harmless said Programs and Released Parties from any claim or lawsuit by me, my family,

estate, heirs or assigns, arising out of my enrollment and participation in this program including both claims arising during the program or after I receive my certification(s).

I understand that past or present medical conditions may be contraindicative to my participation in the Programs. I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I affirm it is my responsibility to inform my instructor of any and all changes to my health condition at any time during my participation in the Programs and agree to accept responsibility for my failure to do so.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this program, 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 further state that I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, 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 hereby state and agree this Agreement will be effective for all activities associated with the Programs in which I participate within one year from the date on which I sign this Agreement.

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

Released Parties from any claim or lawsuit by me, my family, Released Parties.	
PARTICIPANT NAME  HAVE COMPLETED THE ATTACHED DIVER  AFFIRM IT IS MY RESPONSIBILITY TO INFORM MY INSTRUCTOR OF ANY AND ALL CHANGES TO MEDICAL I  MY PARTICIPATION IN SCUBA PROGRAMS. I AGREE TO ACCEPT RESPONSIBILITY FOR OMISSIONS REGARD  ANY EXISTING OR PAST HEALTH CONDITION, OR ANY CHANGES THERETO.	HISTORY AT ANY TIME DURING
,BY THIS INSTRUMENT AGREE TO EXEMPT AIDIVEMASTERS, THE FACILITY WHICH OFFERS THE PROGRAMS AND PADI AMERICAS, INC., AND ALL RELATED EAS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPIDEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES,	ENTITIES AND RELEASED PARTIES ERTY DAMAGE OR WRONGFUL
HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACK LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, DIVER MEDICAL AND STANDARD SAFE DIVI UNDERSTANDING BY READING THEM BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.	
Participant's Signature	Date (Day/Month/Year)
Signature of Parent or Guardian (where applicable)	Date (Day/Month/Year)