

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

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, _____, participant name hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I understand that 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. I further understand that the open water diving trips which are necessary for training and for certification may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

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

_____, store/resort, nor PADI Americas, 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.

I, _____, participant name HAVE COMPLETED THE ATTACHED DIVER MEDICAL FORM (10346) AND I AFFIRM IT IS MY RESPONSIBILITY TO INFORM MY INSTRUCTOR OF ANY AND ALL CHANGES TO MEDICAL HISTORY AT ANY TIME DURING MY PARTICIPATION IN SCUBA PROGRAMS. I AGREE TO ACCEPT RESPONSIBILITY FOR OMISSIONS REGARDING MY FAILURE TO DISCLOSE ANY EXISTING OR PAST HEALTH CONDITION, OR ANY CHANGES THERETO.

I, _____, participant name BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, DIVEMASTERS, THE FACILITY WHICH OFFERS THE PROGRAMS AND PADI AMERICAS, INC., AND ALL RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, DIVER MEDICAL AND STANDARD SAFE DIVING PRACTICES STATEMENT OF 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)