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

Please read carefully and fill in all blanks before signing.

## MEDICAL STATEMENT – Participant Record. (Confidential Information)

This is a statement in which you are informed of some potential risks involved in scuba diving and of the conduct required of you during the scuba training program. Your signature on this statement is required for you to participate in the scuba training program.

Read this statement prior to signing it. You must complete this Medical Statement, which includes the medical questionnaire section, to enroll in the scuba training program. In addition, if your medical condition changes at any time during your scuba programs it is important that you inform your instructor immediately. If you are a minor, you must have this Statement signed by a parent or guardian.

Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is relatively safe. When established safety procedures are not followed, however, there are increased risks.

To scuba dive safely, you should not be extremely overweight or out of condition. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with coronary disease, a current cold or congestion, epilepsy, a severe medical problem

## Divers Medical Questionnaire

### To the Participant:

The purpose of this Medical Questionnaire is to find out if you should be examined by your doctor before participating in recreational diver training. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of your physician prior to engaging in dive activities.

Please answer the following questions on your past or present medical history with a YES or NO. If you are not sure, answer YES. If any of these items apply to you, we must request that you consult with a physician prior to participating in scuba diving. Your instructor will supply you with an RSTC Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to take to your physician.

Could you be pregnant, or are you attempting to become pregnant?

Are you presently taking prescription medications? (with the exception of birth control or anti-malaria)

Are you over 45 years of age and can answer YES to one or more of the following?

- currently smoke a pipe, cigars or cigarettes
- have a high cholesterol level
- have a family history of heart attack or stroke
- are currently receiving medical care
- high blood pressure
- diabetes mellitus, even if controlled by diet alone

### Have you ever had or do you currently have...

Asthma, or wheezing with breathing, or wheezing with exercise?

Frequent or severe attacks of hayfever or allergy?

Frequent colds, sinusitis or bronchitis?

Any form of lung disease?

Pneumothorax (collapsed lung)?

Other chest disease or chest surgery?

Behavioral health, mental or psychological problems (Panic attack, fear of closed or open spaces)?

Epilepsy, seizures, convulsions or take medications to prevent them?

Recurring complicated migraine headaches or take medications to prevent them?

or who is under the influence of alcohol or drugs should not dive. If you have asthma, heart disease, other chronic medical conditions or you are taking medications on a regular basis, you should consult your doctor and the instructor before participating in this program, and on a regular basis thereafter upon completion. You will also learn from the instructor the important safety rules regarding breathing and equalization while scuba diving. Improper use of scuba equipment can result in serious injury. You must be thoroughly instructed in its use under direct supervision of a qualified instructor to use it safely.

If you have any additional questions regarding this Medical Statement or the Medical Questionnaire section, review them with your instructor before signing.



Blackouts or fainting (full/partial loss of consciousness)?

Frequent or severe suffering from motion sickness (seasick, carsick, etc.)?

Dysentery or dehydration requiring medical intervention?

Any dive accidents or decompression sickness?

Inability to perform moderate exercise (example: walk 1.6 km/one mile within 12 mins.)?

Head injury with loss of consciousness in the past five years?

Recurrent back problems?

Back or spinal surgery?

Diabetes?

Back, arm or leg problems following surgery, injury or fracture?

High blood pressure or take medicine to control blood pressure?

Heart disease?

Heart attack?

Angina, heart surgery or blood vessel surgery?

Sinus surgery?

Ear disease or surgery, hearing loss or problems with balance?

Recurrent ear problems?

Bleeding or other blood disorders?

Hernia?

Ulcers or ulcer surgery?

A colostomy or ileostomy?

Recreational drug use or treatment for, or alcoholism in the past five years?

The information I have provided about my medical history is accurate to the best of my knowledge. I affirm it is my responsibility to inform my instructor of any and all changes to my 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.



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## Standard Safe Diving Practices Statement of Understanding

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 acknowledgement 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 guardian.

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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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).
- Breathe properly for diving. Never breath-hold or skip-breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and underwater and dive within my limitations.
- Use a boat, float or other surface support station, whenever feasible.
- 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.

## 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 store/resort and/or the instructors and divemasters associated with the activity.



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## LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, \_\_\_\_\_, <sup>Participant name</sup> 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 <sup>store/resort</sup> 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 medical history 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, \_\_\_\_\_, <sup>Participant name</sup> 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, MEDICAL STATEMENT 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)