Release of Liability/Assumption of Risk/Non-agency Acknowledgement Form

SPECIAL EVENT

_____
(Name of Event/Activity)

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

Liability Release and Assumption of Risk Agreement

I, _____participant name_____, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES, AND AM AWARE THAT SKIN AND SCUBA DIVING HAVE INHERENT RISKS WHICH MAY RESULT IN SERIOUS INJURY OR DEATH.

I understand and agree that neither _____store/resort_____; nor the organizers or promoters of this event; nor PADI Americas, Inc., nor its affiliate or subsidiary corporations, nor any of their respective employees, officers, agents 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 or my family, estate, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active.

I understand that diving with compressed air involves certain inherent risks, including but not limited to, air expansion injuries, decompression sickness, embolism and drowning. Hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this activity 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 activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

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 contradictory 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 understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

I am aware that safe dive practices suggest diving with a buddy. Accordingly, it will be our responsibility to plan our dive allowing for our diving 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, maintain buddy contact and follow the instructions of the dive supervisor, including the dive briefing.

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In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the dive(s) for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless said activity and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

I further state that I am of lawful age and legally competent to sign this liability release, 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 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 _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE _____ store/resort _____, AND THE ORGANIZERS AND PROMOTERS OF THIS EVENT, AND PADI AMERICAS, INC. AND ALL RELATED ENTITIES 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 AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH 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)

Diver Accident Insurance? ☐ NO ☐ YES Policy Number _____