



SSI WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This form is to be used for all entry-level training

NOTE: This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the legal guardian.

Liability Releases are not applicable in every country. Please ask your Dive Center/Resort if this form needs to be signed.

I, _____ (PARTICIPANT'S NAME) HEREBY acknowledge and agree that SNORKELING/SCUBA DIVING/ RECREATIONAL REBREATHER DIVING IS A POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and/or death and/or property damage. I FURTHER ACKNOWLEDGE that diving with compressed gas involves risks and injuries that can occur which require treatment in a medical facility and/or recompression chamber. I UNDERSTAND that open water diving trips, which are necessary for training and certification or for other diving activities, may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

I UNDERSTAND AND AGREE that snorkeling, scuba diving and related activities involve physical exertion in a marine environment that expose me to risk of injury or death from heart attack, panic, hyperventilation, hypothermia, drowning, fatigue and exhaustion, as well as from wind and weather conditions, tides, currents, waves, equipment failure, interactions with watercraft, swimmers and aquatic life, rocks, docks, pilings, buoys and other potential hazards, any or all of which may not be visible, known or anticipated, and I agree these are all INHERENT RISKS of my chosen activity. I HEREBY ASSUME ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the NEGLIGENCE of the Releasees or otherwise.

To the fullest extent allowed by law, I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Scuba Schools International or any of its parent, subsidiary or affiliated companies ("SSI"), as well as

DIVE CENTER/DIVE RESORT/DIVE SCHOOL the dive center / dive resort / dive school, all of their instructors and dive professionals, and all of their parent, subsidiary or affiliated companies, agents, employees, officers, directors, owners or sponsors (the "Releasees") FROM ALL RESPONSIBILITY OR LEGAL LIABILITY TO ME, my personal representatives, assigns, heirs and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN OR FROM MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I agree that my participation in snorkeling/scuba diving/recreational rebreather diving is entirely voluntary and of my own free will.

I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether caused by the NEGLIGENCE of the Releasees or otherwise.

I HEREBY ACKNOWLEDGE THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS.

This document constitutes the FINAL AND ENTIRE AGREEMENT regarding the subjects it covers, and it is binding upon the heirs, successors and assigns of the parties even if I die or become

incapacitated. This document supersedes any and all other documents or oral statements, and I represent that I am not relying upon any oral or written representations that conflict with what is set forth in this document.

This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as permitted by applicable laws, but it is not intended to assert any claims or defenses that are prohibited by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I UNDERSTAND AND AGREE that SSI Dive Centers, Diving Schools, Resorts their affiliated Dive Professionals, associated with the program in which I am participating, are licensed to use various SSI Trademarks and to conduct SSI training, but are not agents, employees or franchisees of Scuba Schools International or any of its parent, subsidiary or affiliated companies ("SSI").

I FURTHER UNDERSTAND AND AGREE that the Dive Center, Diving School, Resort and their affiliated Dive Professionals business activities are independent, and are neither owned nor operated by SSI, and that while SSI establishes the standards for SSI diver training programs, SSI is not responsible for, nor does it have the right to control, the operation of the business activities and the day-to-day conduct of SSI programs and/or supervision of divers by the Dive Center, Diving School, Resort and their affiliated Dive Professionals 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 heirs or estate will have any legal right to sue or to hold SSI liable for the actions, inactions or negligence of the Dive Center, Diving School, Resort and their affiliated Dive Professionals and other affiliated personnel associated with the activity.

WAIVER RELEASE VERIFICATION

I HAVE READ this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive professional the potential dangers incidental to engaging in the course and/or activity of snorkeling/scuba diving/ recreational rebreather diving and related diving operations.

PARTICIPANT'S NAME

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)

MINOR WAIVER RELEASE VERIFICATION

As parent or guardian, I am signing this document on behalf of my minor child and on behalf of all of the child's parents and guardians, and we agree to be specifically bound to all the terms and conditions of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, and fully understand its terms, understand that we have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me.

I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees in the event of a claim or suit by or on behalf of the minor child.

Additionally, I understand the risks of injury while snorkeling or scuba diving and have had the opportunity to personally discuss the diving activities or instructional program with the dive leader prior to commencement of the minor child's snorkeling or scuba activities.

MINOR PARTICIPANT'S NAME

Name (Please Print)

MINOR'S PARENT/GUARDIAN'S NAME

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)



MEDICAL STATEMENT

PATIENT RECORD — CONFIDENTIAL INFORMATION

Please read carefully before signing.

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(Instructor)	and (Facility)	City	State

Read and discuss this statement prior to signing it. You must complete this Medical Statement, which includes the medical-history section, to enroll in the freediving and/or scuba training program. If you are a minor, you must have this Statement signed by a parent.

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

To freedive and/or scuba dive safely, you must 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 heart trouble, a current cold or congestion, epilepsy, asthma, a severe medical problem, or who is under the influence of alcohol or drugs should not dive. If taking medication, consult your doctor and the Instructor before participation in this program. You will also need to learn from the Instructor the important safety rules regarding breathing and equalization while freediving and/or scuba diving. Improper use of freediving and/or 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 History section, review them with your Instructor before signing.



MEDICAL HISTORY

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 freediving and/or scuba 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 participating in diving 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 request that you consult with a physician prior to participating in freediving and/or scuba diving. Your Instructor will supply you with a medical statement and guidelines for Recreational Freediving & Scuba Diving 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-malarial)

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 family history of heart attacks or strokes

high blood pressure

have a high cholesterol level

are currently receiving medical care

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

Heart disease?

Frequent or severe attacks of hayfever or allergy?

Dysentery or dehydration requiring medical intervention?

Heart attack?

Frequent colds, sinusitis or bronchitis?

Any dive accidents or decompression sickness?

Angina, heart surgery or blood vessel surgery?

Any form of lung disease?

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

Sinus surgery?

Pneumothorax (collapsed lung)?

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

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

Other chest disease or chest surgery?

Recurrent back problems?

Recurrent ear problems?

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

Back or spinal surgery?

Bleeding or other blood disorders?

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

Diabetes?

Hernia?

Recurring migraine headaches or take medications to prevent them?

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

Ulcers or ulcer surgery?

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

High blood pressure or take medication to control blood pressure?

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 understand and agree that a failure to disclose any existing or past health condition can result in serious injury or death and I expressly assume any and all risks for any omissions I have made, whether intentional or unintentional, in the disclosure of any existing or past health conditions.

Signature

Date (DD/MM/YY)

Signature of Parent or Guardian

Date (DD/MM/YY)