

# Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form



## Discover Tec Diving

In European Union and European Free Trade Association countries use alternative form.

### Non-Agency Disclosure and Acknowledgment Agreement

Please read carefully and fill in all blanks before signing.

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 Express Assumption of Risk

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, \_\_\_\_\_ Participant Name, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES AND AM AWARE OF THE INHERENT HAZARDS OF SCUBA DIVING INCLUDING THE RISK OF SERIOUS INJURY OR DEATH.

\_\_\_\_\_ I further declare that I am thoroughly knowledgeable of the inherent hazards of participating in technical and recreational scuba diving activities, and in consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with said activity, for any harm, injury or damage that I may suffer while I am participating in this activity, including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_ I further declare that I am thoroughly knowledgeable of, and completely understand the inherent hazards of simulated Technical Scuba Diving activities, including the risk or serious injury or death. Further, I understand that diving while breathing compressed air, oxygen-enriched air (nitrox) and 100 percent oxygen involves certain inherent risks which include but are not limited to: decompression sickness, embolism, oxygen toxicity, hypoxia (low oxygen), hypercapnia (high carbon dioxide), gas narcosis, fire and/or explosion hazards, and barotrauma or hyperbaric injuries which can occur and require treatment in a recompression chamber, drowning and marine life injuries. I further understand that Technical Scuba Diving activities 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 participate in such simulated Technical Diving activities, despite the possible absence of a recompression chamber in proximity to the dive site.

\_\_\_\_\_ I further declare that I understand Simulated Technical Scuba Diving involves risks which exceed those encountered in recreational scuba diving. These risks may include but are not limited to: depths which exceed the limits of recreational diving; decompression procedures; over-head environments and/or the risk of entanglement which may prevent direct ascent to the surface in the event of an emergency; sudden loss of visibility; necessity for computing both nitrogen and oxygen loading to plan dives; and the need for specialized training, equipment, including but not limited to the use of rebreathers, and planning for different types of Technical Scuba Diving. I understand that simulated Technical Scuba Diving may involve a greater risk of serious injury or death than recreational scuba diving, and I assume the risk of this activity.

\_\_\_\_\_ I understand that I AM SOLELY RESPONSIBLE FOR ENSURING MY OWN SAFETY DURING PARTICIPATION IN THIS ACTIVITY and agree that: 1) the facility(ies), organization(s) or supervisory personnel offering this activity, \_\_\_\_\_ store/resort \_\_\_\_\_, or their employees; 2) the organizers or promoters of this event; 3) PADI Americas, Inc. (PADI) and its affiliate or subsidiary corporations; and any of their respective employees, officers, agents, contractors or assigns (1 through 3 hereinafter referred to as "Released Parties"), may not 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 the negligence of any party, including the Released Parties, whether passive or active.

\_\_\_\_\_ 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 any medication, I declare that I have seen a physician and have approval to dive under the conditions of this activity while under the influence of the medication/drugs.

\_\_\_\_\_ I understand that all types of scuba diving, including simulated Technical Scuba Diving, are physically strenuous activities and that I will be exerting myself during this activity; and 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 will inspect all of my equipment prior to every use during this activity, ensuring that I have all necessary equipment, and that it is functioning properly. I understand equipment used for Technical Scuba Diving, including but not limited to rebreathers, requires more stringent equipment preparation, assembly and maintenance procedures and the more severe potential consequences of errors or equipment failure. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

\_\_\_\_\_ I further release, exempt and hold harmless the Released Parties from any claim or lawsuit for personal injury, property damage or wrongful death, 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 declare 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 further agree that if any portion of this Agreement is held 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 the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act after reading and understanding the entire Liability Release and Assumption of Risk 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 that I have the authority to do so and that my heirs, assigns and 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 the Released Parties 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 ACKNOWLEDEMENT AGREEMENT 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 \_\_\_\_\_