

ENRICHED AIR (NITROX) DIVER TRAINING

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, _____ student name _____, hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death, and am aware of the particular hazards of scuba diving with oxygen enriched air.

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 also understand that diving with oxygen enriched air ("Enriched Air") involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. 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 instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither my instructor(s), the facility through which I receive my instruction, _____ 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 this diving program 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 this course, I hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall me while I am a participant in this program including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless said course 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 course including both claims arising during the course or after I receive my certification.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this course, 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 will inspect all of my equipment prior to the activities and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

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.

ENRICHED AIR (NITROX) DIVING

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, _____, student name, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, _____, store/resort, 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 AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Student Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance? ☐ NO ☐ YES Policy Number _____

TRAVEL AND EXCURSIONS

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 affirm I am voluntarily engaging in the recreational activities planned for my trip to _____, which activities may include, but are not limited to, scuba diving, snorkeling, boating and _____. If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, boating and other activities in which I choose to participate.

I understand and agree that neither _____ trip organizer, nor PADI Americas, Inc., nor its affiliate or 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 occurrence on this trip which may result in personal injury, property damage or wrongful death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this Liability Release Agreement, or that I have obtained 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, 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 ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR 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 AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)

CERTIFIED DIVERS

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, _____ diver name _____, hereby affirm that I am a certified scuba diver trained in safe dive practices and know that skin diving and scuba diving (hereinafter "Diving") have inherent risks which may result in serious injury or death.

I understand that scuba 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. If I am scuba diving with oxygen enriched air ("Enriched Air") or other gas blends including oxygen, I also understand that it involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I further understand that the Diving activities will 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 these activities in spite of the absence of a recompression chamber in proximity to the dive site(s).

I understand and agree that neither _____ store/resort and/or vessel _____, nor the dive professional(s) who may be present at the dive site, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors and assigns (hereinafter "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 during Diving activities as a result of my participation in Diving or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness for Diving. I further state that I am not under the influence of alcohol or any drugs that are contraindicated to Diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that Diving is a physically strenuous activity and that I will be exerting myself during this activity 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 am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and 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, and follow the instructions and dive briefing of the dive professional(s). I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

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 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.

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

CERTIFIED DIVERS

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE
_____, THE DIVE PROFESSIONAL(S), 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 AGREEMENT
AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance?

☐

NO

☐

YES

Policy Number



Standard Safe Diving Practices Statement of Understanding

Please read carefully before signing.

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, _____, (Print Name), understand that as a diver I should:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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).
8. 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.
9. Use a boat, float or other surface support station, whenever feasible.
10. Know and obey local dive laws and regulations, including fish and game and dive flag laws.

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.

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)

American Diving Supply

Diver Self-Assessment

Name: _____ Cell #: _____

Address: _____

E-mail Address: _____

Certification Agency & Level: _____

Total # of dives: _____ Number of Dives in N. Atlantic: _____

Depth of Deepest Dive: _____ Number of Dives in last 2 years: _____

Date & location of Last Dive: _____

Do you have accident Insurance?: If yes, what is the policy number: _____

BY SIGNING AND DATING BELOW, I INDICATE THAT I (NAME _____) FEEL BOTH
MENTALLY AND PHYSICALLY FIT FOR THE UPCOMING DIVES RELATED TO THIS OUTING.

_____	_____	_____
PRINT NAME	SIGNATURE	DATE