



RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH DIVING AND RELATED ACTIVITIES

I _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Snorkeling, Skin and/or Scuba diving. I fully understand that these risks can lead to severe injury and even loss of life. I understand that diving operations may be conducted at a site that is remote from a recompression chamber and competent medical assistance. Nevertheless, I choose to proceed even in the absence of a recompression chamber and competent medical assistance. Additionally, I understand that there are also risks associated with dive travel, including, but not limited to the possible injury or loss of life as a result of a dive boat accident, as well as travel to and from dive sites. Despite the potential hazards and dangers associated with the activity of diving, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from diving activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in Snorkeling, Skin and/or Scuba Diving activities as well as the use of any of the facilities and the use of the equipment of the below listed releasees, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to as Releasees): National Association of Underwater Instructors (NAUI):
 (Instructor/s) _____
 (Facility/ies) _____
 (Others) _____
2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Snorkeling, Skin and / or Scuba diving activities whether caused by active or passive negligence of the releasees or otherwise with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless for any injury or loss of life which may occur to me during Snorkeling, Skin and/or Scuba diving activities and/or instruction.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America.
4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature Of Participant _____ Date _____
Witness (Name) _____ Signature _____
Signature Of Parent Or Guardian If Participant Is A Minor, and by their signature they, on my behalf release all claims that both they and I have.

(Parent Signature if participant is a minor) _____ Date _____

WAIVER REAFFIRMATION

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature Of Participant _____ Date _____
Witness (Name) _____ Signature _____
Signature Of Parent Or Guardian If Participant Is A Minor, and by their signature they, on my behalf release all claims that both they and I have.

(Parent Signature if participant is a minor) _____ Date _____

INSTRUCTOR/LEADER CONFIRMATION

I HAVE REVIEWED THIS AGREEMENT AND CONFIRM THAT IT HAS BEEN PROPERLY COMPLETED.

Signature Of Instructor/Leader _____ Date _____

Important Instructions

The proper presentation, completion and keeping of records are important considerations if the desired protection is to be afforded a practicing professional by a RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. To ensure the completed agreement will be most valuable to you in case a claim of negligence is made against you, follow these steps.

- 1. Instruction-** Webster's New Universal Unabridged Dictionary © 1994 defines "safe" as, "1. secure from liability to harm, injury, danger, or risk: *a safe place.*" Clearly scuba diving is not safe! One of the attractions of scuba diving is the adventure and "danger" of the activity. We can make diving "safer." We can minimize risk. In concept every diving instructional program is in reality a risk management program, in that, we develop the attitude, skills and knowledge necessary for the diver to participate in an adventure activity while minimizing the risks thereof.
- 2. Explain -** An individual must be cognizant of the risks of an activity for which they are being asked to accept responsibility. Read the waiver and release agreement to the participants. Use the Risk Management video, item # 28005, to present the information during a scheduled orientation session to all prospective students. In circumstances where this is not feasible, such as an organized dive wherein participants are asked to sign a release prior to participating, cover the information fully by explaining the risks associated with diving and specifically the pending dive's location and planned activity so that individuals may make an informed decision to accept responsibility for their own safety.
- 3. Answer Questions -** Leave ample time to ask for and answer any questions regarding the release and risks of the planned dive or instructional activity. Refer to #1 as the reason releases are necessary.
- 4. Accuracy -** It is important from a legal perspective that those named in the release, instructors, students, divers being supervised, and other entities be identified by their full legal names (middle initials are acceptable). Do not use nicknames such as ScubaBob for the instructors or assistants or other variations like Jimmy for James. Also, list each instructor or assistant on staff by name, not just as "staff." Waiver and release agreement wording is based upon recent legal developments and legal counsel's review and must not be altered in any way.
- 5. Complete -** The entire release must be completed. This is the reason for requiring the confirming signature of the instructor/leader who collects and reviews the release agreements. The reaffirmation signature line may be used before the trainees' first open water training dive or when they are transferring to a continuing education course with the same instructor. In either case the instructor supervisor must complete steps 1 through 3 to ensure that students or divers understand and have an opportunity to withdraw from the activity should they not wish to accept the risks and responsibility of the activity.
- 6. Timing -** Participants must be given an opportunity to withdraw from the activity should they not wish to accept the risks and responsibility of the activity. This decision to participate or not must be theirs, and be free from coercion or penalty - monetary or otherwise. Therefore, it is important that the release agreement review session be scheduled as far in advance of an activity as is possible.
- 7. Record Keeping -** The WARRANTIES – CONDITIONS AND LIMITATIONS OF COVERAGE state, "All records relating to individual students shall be retained for a minimum of five (5) years." Use the Student Record Folder, item # 80021, to ease the record keeping process. Master copies of the waiver and release agreements are also included in the Risk Management Handbook, item # 12908, for your convenience. These are for use whenever students or divers are in the water and under your supervision.
- 8. Producing the waiver and agreement in the event of a claim -** It is required, upon request by the Association or its representatives, that you be able to provide an original, completed, properly executed waiver and release agreement. This is expressed in the warranties of the insurance policy and in NAUI Standards and Policies.
- 9. In case of an incident -** Refer to the Risk Management Handbook. There you will find accident management guidelines and a report form. Direct your completed report form and any questions you may have regarding an incident or the reporting form directly to NAUI's claims counsel. Doing so establishes attorney-client privilege. Submit a complete report as soon as possible to: Monroe & Shapiro, LLP. Attorneys at Law, Royal Airport Center, 5933 West Century Blvd. Suite 800, Los Angeles, California 90045-5471, (310) 670-1381 • Fax (310) 670-2148
- 10. \$\$-** A properly executed waiver protects you, the Association and the insurance company from claims made against you. The lack of same can result in significant monetary losses to all involved and could result in a restriction or denial of your coverage because of your violation of the policy's warranty regarding waivers.

Last revision April 2001



MEDICAL EVALUATION AND PHYSICIAN APPROVAL FORM

Please print or type

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

To the Instructor: If any condition listed on the medical history information is marked by a **Yes**, you are required to individually interview the student. If, as a result of the interview, you are unsure whether or not the condition is a contraindication to diver training send the student to a physician for a medical exam.

To the Physician: This person is an applicant for training in diving with self-contained underwater breathing apparatus (SCUBA). This is an activity which puts unusual stress on the individual in several ways. A list of contraindications is on the reverse of this form for your reference.

MEDICAL HISTORY INFORMATION

HISTORY STATEMENT: I understand that skin and scuba diving are strenuous activities involving significant pressure changes and that normal, healthy heart, lungs, ear and essential prerequisites for my safety and well-being. I hereby confirm that to the best of my knowledge my circulatory and respiratory systems and body air spaces are normal and that I have no severe emotional or neurological problems or communicable diseases. I understand that I need to seek unconditional approval for diving from a licensed physician if I am uncertain as to my physical fitness for the rigors of diving.

Write Y (Yes) or N (No) next to all of the following, and explain under NOTES, any Yes answers.

The student applicant's medical history below was provided during the enrollment process.

- | | | |
|--|--|--|
| <input type="checkbox"/> Behavioral health problems | <input type="checkbox"/> Bronchitis | <input type="checkbox"/> Contact lenses |
| <input type="checkbox"/> Claustrophobia | <input type="checkbox"/> Tuberculosis | <input type="checkbox"/> Dental plates |
| <input type="checkbox"/> Agoraphobia | <input type="checkbox"/> Respiratory problems | <input type="checkbox"/> Physical disability |
| <input type="checkbox"/> Migraine headaches | <input type="checkbox"/> Back Problems | <input type="checkbox"/> Serious injury |
| <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Back/spinal surgery | <input type="checkbox"/> Over 40 years old |
| <input type="checkbox"/> Ear or hearing problems | <input type="checkbox"/> Diabetes | <input type="checkbox"/> Hepatitis |
| <input type="checkbox"/> Trouble equalizing pressure | <input type="checkbox"/> Ulcers | <input type="checkbox"/> HIV positive |
| <input type="checkbox"/> Sinus trouble | <input type="checkbox"/> Colostomy | <input type="checkbox"/> Regular medication |
| <input type="checkbox"/> Severe hayfever | <input type="checkbox"/> Hernia | <input type="checkbox"/> Drug allergies |
| <input type="checkbox"/> Heart trouble | <input type="checkbox"/> Dizziness or fainting | <input type="checkbox"/> Alcohol or drug abuse |
| <input type="checkbox"/> High blood pressure | <input type="checkbox"/> Recent surgery | <input type="checkbox"/> Rejected from any activity |
| <input type="checkbox"/> Angina | <input type="checkbox"/> Hospitalized | for medical reasons |
| <input type="checkbox"/> Heart surgery | <input type="checkbox"/> Pregnant | <input type="checkbox"/> Any medical condition not listed: |
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Motion Sickness | |

NOTES:

I certify that the above information is correct to the best of my knowledge.

SIGNATURE OF PARTICIPANT: _____ Date: _____

I am a minor and my parent or guardian has signed below.

SIGNATURE OF PARENT OR GUARDIAN: _____ Date: _____

Please note that the medical examination form presents a choice under IMPRESSION. We can only accept unconditional approval as stated for student applicants desiring to begin or continue training. If you conclude that diving is not in the individual's best interest or that their medical condition is likely to present a probable direct threat to others, please discuss your opinion with the person and check disapproval.

IMPRESSION:

- APPROVAL (I find no medical conditions I consider incompatible with diving.)
- DISAPPROVAL (This applicant has medical conditions which in my opinion clearly would constitute unacceptable hazards to health and safety in diving.)

Date _____ Signature _____, MD.

Physician's Name (print) _____

Address _____

Phone _____