

PADI Discover Scuba Diving Participant Statement

First Name: James
Email: karnes.james@gmail.com
Address: box
State:
Country: klj;lkajf
Birth Date: 1983-02-22
Last Dive: 2023-08-24
Departure Date: 2023-09-09

Last Name: Karnes
Phone Number: 46546
City: jklfja
Zip Code:

Total Dives: 10



Diver Medical Test| Participant Questionnaire

I have had problems with my lungs, breathing, heart and/or blood affecting my normal physical or mental performance. No

I am over 45 years of age. No

I struggle to perform moderate exercise (for example, walk 1.6 kilometer/one mile in 14 minutes or swim 200 meters/yards without resting), OR I have been unable to participate in a normal physical activity due to fitness or health reasons within the past 12 months.** No

I have had problems with my eyes, ears, or nasal passages/sinuses. No

I have had surgery within the last 12 months, OR I have ongoing problems related to past surgery.** No

I have lost consciousness, had migraine headaches, seizures, stroke, significant head injury, or suffer from persistent neurologic injury or disease. No

I am currently undergoing treatment (or have required treatment within the last five years) for psychological problems, personality disorder, panic attacks, or an addiction to drugs or alcohol; or, I have been diagnosed with a learning or developmental disability. No

I have had back problems, hernia, ulcers, or diabetes. No

I have had stomach or intestine problems, including recent diarrhea. No

I am taking prescription medications (with the exception of birth control or or anti-malarial drugs other than mefloquine (Lariam).** No

Non-Agency Disclosure and Acknowledgment Agreement

I understand and agree that PADI Members ("Members"), including Mariana Caribbean Sports 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 Mariana Caribbean Sports and/or the instructors and divemasters associated with the activity.

Diver Medical | Participant Questionnaire Continued

Liability Release and Assumption of Risk Agreement

I, James Karnes, hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this program 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 this program in spite of the absence of a recompression chamber or medical facility in proximity to the dive site.

The information I have provided about my medical history on the Medical Questionnaire is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

I understand and agree that neither the dive professionals conducting this program, nor the facility through which this program is offered, Mariana Caribbean Sports, 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, my family, estate, heirs or assigns that may occur as a result of my participation in this program or as a result of the negligence of the Released Parties, whether passive or active.

In consideration of being allowed to participate in this program, I hereby personally assume all risks for any harm, injury or damage, whether foreseen or unforeseen, that may befall me while participating in this program, including but not limited to the knowledge development confined water and/or open water activities.

I further release and hold harmless the Discover Scuba Diving program and the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this program.

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

I further state that I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, or that I have acquired the written consent of my parent or guardian.

I understand that 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.

I, James Karnes, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS PROGRAM, THE FACILITY THROUGH WHICH THE PROGRAM IS CONDUCTED, AND PADI AMERICAS, INC., AND ALL RELATED ENTITIES AND RELEASED PARTIES 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 OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT AND NON-AGENCY DISCLOSURE ACKNOWLEDGMENT AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS AND AFFIRM THE MEDICAL QUESTIONNAIRE IS ACCURATE.



By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.