

CERTIFIED SELF-RELIANT DIVER

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

This is a release of your rights to sue.

I acknowledge that I am a certified Self-Reliant (solo) Diver trained in safe dive practices and know that scuba diving has inherent risks which may result in serious injury or death. I further acknowledge that choosing to dive without a buddy has additional inherent risks and hazards, including but not limited to, the absence of a buddy to assist me should I experience any problem while diving and the likelihood that others will not be able to affect a timely assist or rescue.

I understand and agree that neither the facility, _____ store/resort/vessel _____, nor the dive professional(s) associated with this activity, 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 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 diving activities, or as a result of the negligence of the Released Parties, whether passive or active.

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 further understand that the 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 proceed with these activities in spite of the absence of a recompression chamber in proximity to the dive site(s). I further understand that by choosing to dive alone, I will not have a buddy to assist me should any of these or other issues occur.

I affirm I am in good mental and physical fitness for diving and 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 medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

I understand that scuba 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, etc. that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I acknowledge that I will be diving without a buddy and it will be my responsibility to plan my dive allowing for my diving limitations and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive.

I will inspect all of my equipment prior to the activity 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.

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

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

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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, diver name, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE 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 ALSO 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.

Diver Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)