

# **Supplied Air Snorkeling Statement**

## **Participant Record (Confidential Information)**

**Please print legibly.**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_ Country \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_\_) \_\_\_\_\_

Birth Date \_\_\_\_\_ Age \_\_\_\_\_

**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 that I am aware of and understand the inherent hazards of supplied air snorkeling.

I understand and agree that neither my guide(s)/instructor(s), the facility through which this activity is offered, \_\_\_\_\_ store/resort \_\_\_\_\_, 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 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.

In consideration of being allowed to participate in this activity, I personally assume all risks in connection with this activity, for any harm, injury or damage that may befall me while I am a participant in this activity, including all risks connected therewith, whether foreseen or unforeseen.

I also understand that supplied air snorkeling 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 understand that past or present medical conditions may be contraindicative to my participation in this activity. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting; nor a history of heart condition (e.g.: cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as asthma, emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

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 that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

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I \_\_\_\_\_ participant name \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY GUIDE(S)/INSTRUCTOR(S), THE FACILITY THROUGH WHICH THIS ACTIVITY IS OFFERED, \_\_\_\_\_ 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 OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date (Day/Month/Year)