



**Release of Liability/Assumption of Risk/Non-agency
Acknowledgement Form
Recreational Closed-Circuit (CCR)
and/or Semiclosed-Circuit (SCR)
“PADI Discover Rebreather 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

I, _____ participant name, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES AND AM AWARE OF THE INHERENT HAZARDS OF SCUBA DIVING INCLUDING THE RISK OF SERIOUS INJURY OR DEATH.

I further state that I am an experienced diver and have been certified by the following training organization(s): _____ store/resort and that I am aware of the required certification or equivalent experience required to participate in Closed-Circuit Rebreather (“CCRs”) or Semiclosed-Circuit Rebreather (“SCRs”) (collectively, “rebreathers”) “Discover Rebreather Diver” programs. I have been a certified diver since _____, and have been diving for _____ years, with a total of approximately _____ dives, to a maximum depth of _____ metres/feet (circle one).

I further declare that I am thoroughly knowledgeable of the inherent hazards of participating in scuba diving activities, including training, and in consideration of being allowed to participate in this program, I hereby assume all risks in connection with said program, for any harm, injury or damage that I may suffer while I am participating in this program, including all risks connected therewith, whether foreseen or unforeseen.

I further declare that I am thoroughly knowledgeable of and completely understand the inherent hazards of scuba diving, including the risk of serious injury or death. Further, I understand that diving while breathing air, oxygen-enriched air (nitrox) and 100 percent oxygen involves certain inherent risks that may include, but are not limited to: decompression sickness, embolism, oxygen toxicity, hypoxia (low oxygen), hypercapnia (high carbon dioxide), gas narcosis, fire and/or explosion hazards, barotrauma or hyperbaric injuries that can occur and require treatment in a recompression chamber, drowning and marine life injuries. 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 participate in this program, despite the possible absence of a recompression chamber in proximity to the dive site.

I further declare that I understand that training using CCRs or SCR involves additional risks that exceed those encountered in other scuba training. These risks may include, but are not limited to: the use of more complex equipment; gas-related hazards due to procedural or technical problems that can cause dangerously high carbon dioxide and/or oxygen levels; gas-related hazards due to procedural or technical problems that can cause dangerously low oxygen levels; the need for specialized diving techniques; the need for more stringent equipment preparation, assembly and maintenance procedures, and the more severe potential consequences of errors or equipment failures; and the need for specialized training, equipment, and planning for CCR and SCR diving. I understand that CCR and SCR training may involve a greater risk of serious injury or death than other forms of scuba training, and I assume the risks of this training.



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I understand that I AM SOLELY RESPONSIBLE FOR ENSURING MY OWN SAFETY DURING PARTICIPATION IN THIS PROGRAM and agree that: 1) the facility(ies), organization(s) or instructional and supervisory personnel offering this activity, _____ store/resort _____, or their employees; 2) the organizers or promoters of this activity; 3) Diving Science and Technology Corp. (DSAT); 4) PADI Americas, Inc. (PADI), and its affiliate or subsidiary corporations; and any of their respective employees, officers, agents or assigns (hereinafter referred to as “Released Parties”), may not 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 program, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

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

I understand that all types of scuba training, including CCR and SCR training, are physically strenuous activities and that I will be exerting myself during this program; and if I am injured as a result of heart attack, panic, hyperventilation or other cause that I 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 every use during this program, ensuring that I have all necessary equipment, and that it is functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

I further declare 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 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 the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act and with the knowledge I hereby agree to waive my legal rights.. 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 injury or 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, _____ participant name _____, by this instrument agree to exempt and release the Released Parties 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 Acknowledgment Agreement and Liability Release and Assumption of Risk Agreement by reading both before signing below on behalf of myself and my heirs.

Participant (Please Print)

Participant Signature

Date (Day/Month/Year)

Parent or Guardian, where applicable (Please Print)

Signature

Date (Day/Month/Year)