



PADI Seal Team Statement

Participant Record (confidential information)

PLEASE PRINT CLEARLY.

Name _____ Birthdate _____ Age _____

Address _____

City _____ State/Province _____

Country _____ Zip/Postal Code _____

Home Phone (____) _____ email _____

Emergency contact _____ Relationship _____

Primary Phone (____) _____ Home Work Cell

Secondary Phone (____) _____ Home Work Cell

How did you hear about us? _____

MEDICAL QUESTIONNAIRE

To the participant and parent: Please answer YES or NO to any of the following items to accurately reflect the participant's past medical history or present medical condition. A YES answer to any of these items requires that a participant obtain written medical approval **before** being allowed to participate in scuba diving activities. If this applies, please ask for a Medical Statement (#10063) to take to the physician.

Yes No I am currently suffering from a cold or congestion.

Yes No I have a history of respiratory problems or disease.

Yes No I have had asthma, emphysema or tuberculosis.

Yes No I currently have an ear infection.

Yes No I have recurrent ear problems, ear disease or surgery.

Yes No I have a history of sinus problems.

Yes No I have had problems equalizing (popping) my ears with airplane or mountain travel.

Yes No I am diabetic.

Yes No I have a history of heart condition (e.g., cardiovascular disease, angina, heart attack).

Yes No I have a history of seizures, dizziness or fainting.

Yes No I have a nervous system disorder.

Yes No I have behavioral health, mental or psychological disorders (panic attack, fear of closed or open spaces).

Yes No I have recurrent back problems, history of back or spinal surgery.

Yes No I am currently taking prescription medication that carries a warning about impairment of physical and mental abilities (with the exception of anti-malarial).

Yes No I have recently had an operation or illness.

Yes No I am under the care of a physician or have a chronic illness.

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PADI SEAL TEAM ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, parent/guardian and _____, participant, hereby affirm that we are aware of and understand there are inherent hazards associated with skin diving and scuba diving which may result in serious injury or death.

We understand there are certain risks associated with aquatic activities conducted in and around a swimming pool or confined water dive site, and we expressly assume the risk of said injuries.

We understand the PADI Seal Team program is a series of AquaMissions which will be conducted in a swimming pool or confined water dive site. We understand that my child may choose to participate in one or all of these AquaMissions. These AquaMissions include, but are not limited to, five (5) core AquaMissions involving the introduction of basic dive skills and ten (10) specialty AquaMissions including, but not limited to, Creature ID Specialist, Environmental Specialist, Inner Space Specialist, Navigation Specialist, Night Specialist, Search and Recovery Specialist, Skin Diver Specialist, Snapshot Specialist, Team Safety Specialist and Wreck Specialist We understand and agree that this Release encompasses and applies to all the PADI Seal Team AquaMissions, as described above, in which my child chooses to participate.

Further, we hereby state and agree that this Release will be effective and valid for all PADI Seal Team activities in which my child participates for a period of one year from the initial date on which I execute this Release.

We understand that diving with compressed air involves certain inherent risks and my child will be exposed to these risks. Decompression sickness, embolism or other hyperbaric injuries can occur which require treatment in a recompression chamber. We further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. We still choose to proceed with this activity in spite of the absence of a recompression chamber in proximity to the activity site.

We understand and agree that neither the dive professionals conducting this activity, nor the facility through which this activity is conducted, _____, nor International PADI, Inc., 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 my child, me, my family, our heirs or assigns that may occur as a result of my child's participation in this activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

We further understand that scuba diving is a physically strenuous activity and that my child will be exerting him/herself during this activity and that if my child is injured as a result of heart attack, panic, hyperventilation, etc., that we expressly assume the risk of said injuries to my child. We affirm that we will not hold the above listed individuals or companies responsible for the same.

In consideration of my child being allowed to participate in this activity we hereby personally assume all risks in connection with the activity for any harm, injury or damage that may befall my child while participating in the activity, including all risks connected therewith, whether foreseen or unforeseen.

We further release and hold harmless said activity and the Released Parties from any claim or lawsuit by my child, me, or my family, or our estate, heirs or assigns, arising out of my child's participation in this activity.

We understand and agree this Release is divisible, and any portion herein held to be in violation of any applicable statutes or regulations or any governmental agency having jurisdiction shall affect only that portion held to be invalid or inoperative, and the remaining portions of this Release shall remain in full force and effect.

I further state that I am of lawful age and legally competent to sign this Assumption of Risk and Liability Release Agreement, and as the parent am providing written consent for the participation of my child.

We understand that the terms herein are contractual and not a mere recital and that we have signed this Release of our own free act.

I, _____, PARENT/GUARDIAN AND _____, PARTICIPANT, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS ACTIVITY, THE FACILITY THROUGH WHICH THIS ACTIVITY IS CONDUCTED, AND INTERNATIONAL PADI, 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.

WE HAVE FULLY INFORMED OURSELVES OF THE CONTENTS OF THIS ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF, MY CHILD, AND OUR HEIRS.

Signature of Participant

Date (day/month/year)

Signature of Parent/Guardian

Date (day/month/year)



Release of Liability/Assumption of Risk/Non-Agency Acknowledgment Form

PADI SWIM, DISCOVER MERMAID, SKIN DIVER AND DISCOVER SNORKELING PROGRAMS, COURSES, EXPERIENCES AND RELATED ACTIVITIES LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

Non-Agency Disclosure and Acknowledgment Agreement

I understand and agree that the facility through which this program is offered, and its associated staff, are licensed to use various SAI and PADI Trademarks and to conduct SAI and PADI training, but are not agents, employees or franchisees of Starfish Aquatics Institute, Inc. ("SAI") or PADI. I further understand that these business activities are independent, and are neither owned nor operated by SAI nor PADI, and that while SAI establishes the standards for PADI Swim Programs, and PADI establishes the standards for PADI snorkeling, skin diving and Discover Mermaid training, neither SAI nor PADI is responsible for, nor do they have the right to control, the operation of the facility's business activities and the day-to-day conduct of its swim/snorkeling/skin diving or Discover Mermaid programs/experiences and/or related activities. 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 program, neither I nor my estate shall seek to hold SAI or PADI liable for the actions, inactions or negligence of _____ (PADI Swim School, PADI Dive Centre or PADI Dive Resort Name) and/or the instructors associated with its swimming/snorkeling/skin diving or Discover Mermaid programs/courses/experiences and/or related activities.

Liability Release and Assumption of Risk Agreement

I am aware that participation in swimming/snorkeling/skin diving and Discover Mermaid programs/courses/experiences and related activities has inherent risks that may result in serious injury or death. I understand and agree that neither the instructor(s), nor the facility through which this program/course/experience and/or related activity is offered, _____ (PADI Swim School, PADI Dive Centre or PADI Dive Resort Name), nor Starfish Aquatics Institute, Inc. ("SAI"), nor PADI Americas, Inc. nor its affiliate and subsidiary corporations ("PADI"), nor any of their respective employees, officers, agents, contractors 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 child, my family, estate, heirs or assigns that may occur as a result of participation in this program/course/experience and/or related activities or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I, _____ (Parent/Participant), on behalf of myself as a participant in a swimming/snorkeling/skin diving/Discover Mermaid program/course/experience and/or related activity and/or on behalf of my participating minor child, _____ (Child's Name), acknowledge, understand and confirm that:

- In consideration of being allowed to participate in this program/course/experience and/or related activity, I hereby personally assume all risks of this program/course/experience and/or related activity, whether foreseen or unforeseen, that may befall me/my minor child while a participant in this program/course/experience and/or related activity, including, but not limited to, the academics, confined water and/or open water activities.
- I/my minor child am/is in good health and have/has no physical condition that that would prevent participation in this program/course/experience and/or related activity. I understand that past or present medical conditions may be contraindicative to participation in the program/course/experience and/or related activity. I affirm that I/my minor child am/is not currently suffering from a cold or congestion or have an ear infection. I affirm that I/my minor child do/does not have a history of seizures, dizziness or fainting, or a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I/my minor child do/does not have a history of respiratory problems such as emphysema or tuberculosis. I affirm that I/my minor child am/is not currently taking medication that carries a warning about any impairment of my physical or mental abilities.
- Swimming/snorkeling/skin diving and Discover Mermaid programs/courses/experiences and/or related activities are physically strenuous activities and that I/my minor child will be exerting myself/him or herself during this program/course/experience and/or related activity, and that if I/my minor child am/is injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

- I am of lawful age and legally competent to sign this liability release agreement. 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 child, heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from participant 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, _____ (Parent/Participant), by this instrument agree to exempt and release the facility and professional staff providing this swimming/snorkeling/skin diving or Discover Mermaid program/course/experience and/or related activities, Starfish Aquatics Institute, Inc., 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 AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT AND THE NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT BY READING BOTH BEFORE SIGNING ON BEHALF OF MYSELF, MY MINOR CHILD AND ALL HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent/Guardian (where applicable)

Date (Day/Month/Year)



Reviewed by:

(SNUBA® Guide Name)

Participant Record and Liability Release

Name (complete): _____ Birth Date: ____/____/____ (Month/Day/Year)

Street Address: _____

City: _____ State/Country: _____ Zip Code: _____

Phone: _____ E-mail: _____

Emergency Contact: _____ Emergency Number: _____

Please answer the following questions on your past or present medical history with a YES or NO.

If you answer yes, you will not be able to participate. Be honest with your responses. Do not put your health at risk.

- 1. _____ Are you pregnant or do you believe you might be pregnant?
2. _____ Do you have a history of heart attacks, strokes or heart disease?
3. _____ Have you ever had heart surgery, angina or blood vessel surgery?
4. _____ Do you have asthma and are currently using an inhaler, or have a history of emphysema or tuberculosis?
5. _____ Are you currently, or within the past 8 hours been under the influence of mind-altering drugs or alcohol?
6. _____ Do you have any form of lung disease?
7. _____ Do you have epilepsy, seizures or convulsions or take medications to prevent them?
8. _____ Are you actively taking medication that carries a warning about any impairment of your physical or mental behavior?

Please answer the following questions on your past or present medical history with a YES or NO. A positive response does not necessarily disqualify you from SNUBA. Be honest with your responses. Do not put your health at risk.

- 9. _____ Do you have a history of blackouts, fainting or breathlessness?
10. _____ Do you currently have a head cold (congestion), sinusitis, bronchitis or ear discharge/infection?
11. _____ Do you have a history of diabetes affecting your ability to participate in a strenuous activity?
12. _____ Do you have a history of asthma or wheezing with breathing or exercise?
13. _____ Have you ever had a diving accident or decompression sickness?
14. _____ Do you have high blood pressure or take medicine to control it?
15. _____ Do you have a history of bleeding or blood disorders?
16. _____ Have you ever had ear or sinus surgery?
17. _____ Do you have a history of ear disease, hearing loss or problems with balance?
18. _____ Do you have problems equalizing (clearing) ears with airplane or mountain travel?
19. _____ Have you ever had a brain, spinal cord or nervous disorder?

If you have answered YES to any of the above questions, you must be cleared to SNUBA® dive by a physician.

I, _____ (print full name),

verify that a physician is aware of my current medical status and medical history and has cleared and released me to swim, snorkel and dive. I also verify that the information I have provided about my medical history is accurate and complete and I have not concealed or misrepresented anything. I agree that I will not fly for 4 hours after completing the SNUBA adventure.

Signature of Participant: _____ Date: ____/____/____ (Month/Day/Year)

Signature of Parent or Legal Guardian: _____ (If participant is under 18 years old)

SNUBA[®] Liability Release & Express and Primary Assumption of Risk

I, _____ (print full name), understand the purpose of signing this document is to release and hold completely harmless, to the maximum extent permitted by law, my SNUBA[®] Guide, the SNUBA[®] Licensee or Operator, SNUBA[®] International, and all of the respective employers, affiliates, parent, officers, agents, employees, contractors and assigns of the SNUBA[®] operator and manufacturer (hereafter collectively referred to as the "Released Parties") from any and all liability arising out of my participation in the recreational sport of SNUBA[®] (hereinafter referred to as the "Adventure") or any acts or omissions by any of the Released Parties, including but not limited to negligence attributable to any of them.

I hereby affirm that I have been advised and informed of the inherent risks and hazards of the recreational sport of SNUBA[®], including but not limited to dangers associated with breath-holding, rapid ascents, and lung over-expansion, as well as water-related injuries such as death by drowning. I understand that such injuries may require treatment in a recompression chamber, but SNUBA[®] may take place at a site too far from a recompression chamber in distance or time for treatment to be rendered to me. I still choose to proceed in this Adventure despite the inherent risks and hazards in this recreational sport and the possible absence of a recompression chamber in proximity of the Adventure site.

I also understand that SNUBA[®] can be a physically strenuous recreational sporting activity and that I will be exerting myself during this Adventure. To the maximum extent permitted by law, I expressly assume the risk of, and expressly release the Released Parties from all liability for, any injury, death, property damage and other loss or damage, including but not limited to injury or death caused by heart attack, panic, or hyperventilation, that may occur in connection with the Adventure. I understand that by doing so, I relinquish any claims that I, my family, my heirs or my assigns may now have, as well as any that may hereafter accrue, against the Released Parties for any injury, death, property damage and other loss or damage in connection with this Adventure, including but not limited to that caused by negligence attributable to any of the Released Parties, whether passive or active, and/or that caused by any product defect or failure of any sort.

I understand that the Adventure is designed to provide me with an introduction to breathing underwater with guided supervision. It is not intended to train me as a competent or independent diver. I further understand and agree that I must be thoroughly instructed in a certification course under direct supervision of a qualified instructor to become a certified, competent diver.

I understand that the terms herein are contractual and not mere recital; and that I have signed this document of my own free will and act. I hereby agree that any claims related to this agreement or my participation in SNUBA[®] will be adjudicated solely in the courts of the State of California, whether federal or state court, and that such claims will be decided solely under California law. I also agree that any such claim will be brought within one year of the date of the incident or be forever barred. I also understand that if any portion of this Liability Release and Express and Primary Assumption of Risk agreement is found to be invalid or inapplicable by a court of competent jurisdiction, that portion shall be severed and the balance of the agreement remain in full force and effect.

I acknowledge that I have also read, had explained to me and understood the Participant Record and Liability Release before signing it. I hereby represent and warrant that the information I have provided on the Participant Record and Liability Release regarding my past and present medical history and clearance by a physician (if applicable) is accurate and complete and that no information has been concealed or misrepresented. I agree to defend and indemnify the Released Parties and hold them completely harmless against any claims in any way related to any intentional or negligent misrepresentations, concealments, omissions, or inaccuracies in that information, including payment of any reasonable attorney's fees incurred in the defense of such claims.

I have fully informed myself of the contents of this liability release and Express and Primary Assumption of Risk by reading it in its entirety before signing it on behalf of myself, my heirs and my personal representatives. To the maximum extent permitted by law, it is my intention by signing this agreement to give up my right to sue the released parties and to hold these entities harmless from any and all liability for personal injury, property damage or wrongful death caused by the negligence of the released parties or otherwise, and I hereby expressly, voluntarily and knowingly assume all risks associated with my participation in the recreational sporting activity of SNUBA[®].

SNUBA[®] International may use photographs or videos of my SNUBA[®] experience strictly for promotional purposes. If you are not in agreement with said use, indicate by checking the following box:

Do not use my images for promotional purposes.

How did you find out about this SNUBA[®] adventure?

- | | | |
|--|--|------------------------------------|
| <input type="checkbox"/> Online / website / Social Media | <input type="checkbox"/> Magazine | <input type="checkbox"/> Newspaper |
| <input type="checkbox"/> Friend | <input type="checkbox"/> Television | <input type="checkbox"/> Radio |
| <input type="checkbox"/> Hotel tour desk | <input type="checkbox"/> Offered on a snorkel boat excursion | |

Signature of Participant: _____ **Date:** ____/____/____
(Month/Day/Year)

Signature of Parent or Legal Guardian: _____
(If participant is under 18 years old)