

PADI Discover Scuba® Diving Participant Statement

Read the following paragraphs carefully.

This statement, which includes a Medical Questionnaire, a Liability Release and Assumption of Risk Agreement (Statement of Risks and Liability), Non-Agency Disclosure and Acknowledgment and the Discover Scuba Diving Knowledge and Safety Review, informs you of some potential risks involved in scuba diving and of the conduct required of you during the PADI Discover Scuba Diving program. If you are a minor, your parent or guardian must read this Guide and sign on the back panel.

You will also need to learn important safety rules regarding breathing and equalization while scuba diving from the PADI Professional. Scuba diving and the use of scuba equipment without proper supervision or instruction can result in serious injury or death. You must be instructed in its use under the direct supervision of a qualified instructor.



PADI Medical Questionnaire

Scuba diving is an exciting and demanding activity. To scuba dive you must not be extremely overweight or out of condition. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with heart trouble, a current cold or congestion, epilepsy, asthma, a severe medical problem, or who is under the influence of alcohol or drugs, should not dive. If taking medication, consult your doctor before participating in this program.

The purpose of the Medical Questionnaire is to find out if you should be examined by a physician before participating in recreational scuba diving. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of a physician.

Please answer the following questions on your past and present medical history with a **YES** or **NO**. If you are not sure, answer YES. **If any of these items apply to you, we must request that you consult with a physician prior to participating in scuba diving.** Your PADI Professional will supply you with a PADI Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to take to a physician.

- Do you currently have an ear infection?
- Do you have a history of ear disease, hearing loss or problems with balance?
- Do you have a history of ear or sinus surgery?
- Are you currently suffering from a cold, congestion, sinusitis or bronchitis?
- Do you have a history of respiratory problems, severe attacks of hayfever or allergies, or lung disease?
- Have you had a collapsed lung (pneumothorax) or history of chest surgery?
- Do you have active asthma or history of emphysema or tuberculosis?
- Are you currently taking medication that carries a warning about any impairment of your physical or mental abilities?
- Do you have behavioral health, mental or psychological problems or a nervous system disorder?
- Are you or could you be pregnant?
- Do you have a history of colostomy?
- Do you have a history of heart disease or heart attack, heart surgery or blood vessel surgery?
- Do you have a history of high blood pressure, angina, or take medication to control blood pressure?
- Are you over 45 and have a family history of heart attack or stroke?
- Do you have a history of bleeding or other blood disorders?
- Do you have a history of diabetes?
- Do you have a history of seizures, blackouts or fainting, convulsions or epilepsy or take medications to prevent them?
- Do you have a history of back, arm or leg problems following an injury, fracture or surgery?
- Do you have a history of fear of closed or open spaces or panic attacks (claustrophobia or agoraphobia)?

Non-Agency Disclosure and Acknowledgment Agreement

(Liability Release and Assumption of Risk Agreement continued)

I understand and agree that PADI Members ("Members"), including Ozark Dive and Cape Dive & Travel 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 Ozark Dive and Cape Dive & Travel and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I (participant name), _____, hereby affirm that I 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, Ozark Dive and Cape Dive & Travel, nor PADI Americas, Inc., nor its affiliate or subsidiary corporations, Student Recreation Center, SEMO, 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 a 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 (participant name), _____, 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.

Participant Signature

Date (Day/Month/Year)

Parent/Guardian Signature (where applicable)

Date (Day/Month/Year)