



RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH DIVING AND RELATED ACTIVITIES

I _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Snorkeling, Skin and/or Scuba diving. I fully understand that these risks can lead to severe injury and even loss of life. I understand that diving operations may be conducted at a site that is remote from a recompression chamber and competent medical assistance. Nevertheless, I choose to proceed even in the absence of a recompression chamber and competent medical assistance. Additionally, I understand that there are also risks associated with dive travel, including, but not limited to the possible injury or loss of life as a result of a dive boat accident, as well as travel to and from dive sites. Despite the potential hazards and dangers associated with the activity of diving, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from diving activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in Snorkeling, Skin and/or Scuba Diving activities as well as the use of any of the facilities and the use of the equipment of the below listed releaseses, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to as Releasees): National Association of Underwater Instructors (NAUI):
 (Instructor/s) _____
 (Facility/ies) _____
 (Others) _____
2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Snorkeling, Skin and/or Scuba diving activities whether caused by active or passive negligence of the releasees or otherwise with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless for any injury or loss of life which may occur to me during Snorkeling, Skin and/or Scuba diving activities and/or instruction.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America.
4. If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature of Participant _____ Date (MM/DD/YYYY) _____ / _____ / _____

Witness (Name) _____ Signature _____

Signature of Parent or Guardian if participant is a minor, and by their signature they, on my behalf release all claims that both they and I have.

Parent/Guardian _____ Date (MM/DD/YYYY) _____ / _____ / _____

INSTRUCTOR/LEADER CONFIRMATION

I HAVE REVIEWED THIS AGREEMENT AND CONFIRM THAT IT HAS BEEN PROPERLY COMPLETED.

Signature of Instructor/Leader _____ Date (MM/DD/YYYY) _____ / _____ / _____

(Obtaining reaffirmation signatures is appropriate when beginning open water training, for continuing education or following a prolonged interruption in training. A release of liability, waiver of claims, express assumption of risk and indemnity agreement and medical history form must be completed for each course.)

Please note the following excerpt from the "WARRANTIES FOR TRAINING"

"Each student shall be required to complete a medical history form at the beginning of training. The beginning of training is defined as the commencement of in-water training activities. A written release for each student must also be completed at the beginning of training."

MEDICAL STATEMENT

Participant Record (Confidential Information)

Please read carefully before signing.

This is a statement in which you are informed of some potential risks involved in scuba diving and of the conduct required of you during the scuba training program. Your signature on this statement is required for you to participate in the scuba training program offered

by _____ and
Instructor _____
_____ located in the
Facility _____
city of _____, state/province of _____.

Read this statement prior to signing it. You must complete this Medical Statement, which includes the medical questionnaire section, to enroll in the scuba training program. If you are a minor, you must have this Statement signed by a parent or guardian.

Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is relatively safe.

When established safety procedures are not followed, however, there are increased risks.

To scuba dive safely, you should 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 coronary disease, a current cold or congestion, epilepsy, a severe medical problem or who is under the influence of alcohol or drugs should not dive. If you have asthma, heart disease, other chronic medical conditions or you are taking medications on a regular basis, you should consult your doctor and the instructor before participating in this program, and on a regular basis thereafter upon completion. You will also learn from the instructor the important safety rules regarding breathing and equalization while scuba diving. Improper use of scuba equipment can result in serious injury. You must be thoroughly instructed in its use under direct supervision of a qualified instructor to use it safely.

If you have any additional questions regarding this Medical Statement or the Medical Questionnaire section, review them with your instructor before signing.

Divers Medical Questionnaire

To the Participant:

The purpose of this Medical Questionnaire is to find out if you should be examined by your doctor before participating in recreational diver training. 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 your physician prior to engaging in dive activities.

- _____ Could you be pregnant, or are you attempting to become pregnant?
- _____ Are you presently taking prescription medications? (with the exception of birth control or anti-malarial)
- _____ Are you over 45 years of age and can answer YES to one or more of the following?
 - currently smoke a pipe, cigars or cigarettes
 - have a high cholesterol level
 - have a family history of heart attack or stroke
 - are currently receiving medical care
 - high blood pressure
 - diabetes mellitus, even if controlled by diet alone

Have you ever had or do you currently have...

- _____ Asthma, or wheezing with breathing, or wheezing with exercise?
- _____ Frequent or severe attacks of hayfever or allergy?
- _____ Frequent colds, sinusitis or bronchitis?
- _____ Any form of lung disease?
- _____ Pneumothorax (collapsed lung)?
- _____ Other chest disease or chest surgery?
- _____ Behavioral health, mental or psychological problems (Panic attack, fear of closed or open spaces)?
- _____ Epilepsy, seizures, convulsions or take medications to prevent them?
- _____ Recurring complicated migraine headaches or take medications to prevent them?
- _____ Blackouts or fainting (full/partial loss of consciousness)?
- _____ Frequent or severe suffering from motion sickness (seasick, carsick, etc.)?

Please answer the following questions on your past or 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 instructor will supply you with an RSTC Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to take to your physician.

- _____ Dysentery or dehydration requiring medical intervention?
- _____ Any dive accidents or decompression sickness?
- _____ Inability to perform moderate exercise (example: walk 1.6 km/1 mile within 12 minutes)?
- _____ Head injury with loss of consciousness in the past five years?
- _____ Recurrent back problems?
- _____ Back or spinal surgery?
- _____ Diabetes?
- _____ Back, arm or leg problems following surgery, injury or fracture?
- _____ High blood pressure or take medicine to control blood pressure?
- _____ Heart disease?
- _____ Heart attack?
- _____ Angina, heart surgery or blood vessel surgery?
- _____ Sinus surgery?
- _____ Ear disease or surgery, hearing loss or problems with balance?
- _____ Recurrent ear problems?
- _____ Bleeding or other blood disorders?
- _____ Hernia?
- _____ Ulcers or ulcer surgery ?
- _____ A colostomy or ileostomy?
- _____ Recreational drug use or treatment for, or alcoholism in the past five years?

The information I have provided about my medical history 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 condition.

Signature _____ Date (MM/DD/YYYY) _____/_____/_____

Signature of Parent/Guardian _____ Date (MM/DD/YYYY) _____/_____/_____

NAUI Student Training Record

	eLearning	CR 1	CR 2	CR 3	CR 4	CR 5	CR 6	CR 7
Session Date								
Performance								
Make-up Date								
Student Initial								
Instructor Initial								

	CW 1	CW 2	CW 3	CW 4	CW 5	CW 6	CW 7	CW 8
Session Date								
Performance								
Make-up Date								
Student Initial								
Instructor Initial								

	OW 1	OW 2	OW 3	OW 4	OW 5	OW 6	OW 7	OW 8
Session Date								
Performance								
Make-up Date								
Student Initial								
Instructor Initial								

* Refer to the current NAUI Standards & Policies Manual for minimum required dives for certification.

C. CERTIFICATION: Level _____

Student Statement: I understand the certification requirements for this course and have successfully completed them. I feel competent to engage in open water diving activities without direct leadership supervision provided the activities, the area and the conditions approximate those in which I was trained. I realize the need for additional training to dive under any other circumstances and after periods of diving inactivity. I have read the NAUI Safe Diving Practices and understand that abiding by them is important for my safety.

Student Signature _____ **Date** (MM/DD/YYYY) ____/____/____

Referral for Open Water Training (if applicable) issued: by (Instructor) _____ **NAUI No.** _____ **Date** (MM/DD/YYYY) ____/____/____

Instructor Statement: I certify this person has satisfactorily completed the certification requirements for the course listed above.

Instructor Signature _____ **Date** (MM/DD/YYYY) ____/____/____

Instructor Name (Print) _____ **NAUI No.** _____

Temporary Card Issued On (MM/DD/YYYY) ____/____/____ **By** _____

C-card Issued On (MM/DD/YYYY) ____/____/____ **By** _____

Student Model Release Statement: With this document, I hereby grant the irrevocable and unrestricted rights for the use of photographs, videos, and/or other digital content of myself, or photos and/or videos in which I may be included, to NAUI (National Association of Underwater Instructors) Worldwide. Such use will include but not be limited to publication in any NAUI Media or promotion. I hereby release NAUI from all claims and liability relating to photographs/videos used. This photo/video-graphic release is granted without actual or implied compensation to the model of any kind.

Name (Print) _____ **Signature** _____ **Date** (MM/DD/YYYY) ____/____/____

If Minor, Parent/Guardian Name (Print) _____ **If Minor, Parent/Guardian Signature** _____