

# **Into The Blue Scuba**

## **Adult Continuing**

## **Education Forms**



This fillable PDF includes multiple forms that must be filled out before each diving course. Please take your time to review each page carefully and let us know if you have any questions. It tends to be easier to do on a computer. Click “save-as” when you are finished and save the file with your name in the title. An example would be “Sally Smith – Dive Forms.” Email the finished document to [forms@intothebluescuba.com](mailto:forms@intothebluescuba.com).

- PADI Medical Form- If your form needs to be signed by a physician, print these 3 pages out, take them to your physician, and have them sign and stamp their approval. You can scan and email the signed and stamped copy, or bring it to the dive shop so we can make a copy. PADI only requires the physician’s signature once a year as long as there are no major changes to your health.
- PADI Continuing Education Document
- Travel and Excursions
- Blue Water Release Form
- Equipment Rental, Photo Release, and Electronic Signature Consent

## Diver Medical | Participant Questionnaire

Recreational scuba diving and freediving requires good physical and mental health. There are a few medical conditions which can be hazardous while diving, listed below. Those who have, or are predisposed to, any of these conditions, should be evaluated by a physician. This Diver Medical Participant Questionnaire provides a basis to determine if you should seek out that evaluation. If you have any concerns about your diving fitness not represented on this form, consult with your physician before diving. If you are feeling ill, avoid diving. If you think you may have a contagious disease, protect yourself and others by not participating in dive training and/or dive activities. References to "diving" on this form encompass both recreational scuba diving and freediving. This form is principally designed as an initial medical screen for new divers, but is also appropriate for divers taking continuing education. For your safety, and that of others who may dive with you, answer all questions honestly.

### Directions

**Complete this questionnaire as a prerequisite to a recreational scuba diving or freediving course.**

**Note to women:** If you are pregnant, or attempting to become pregnant, *do not dive*.

1	I have had problems with my lungs, breathing, heart and/or blood affecting my normal physical or mental performance.	Yes <input type="checkbox"/> Go to box <b>A</b>	No <input type="checkbox"/>
2	I am over 45 years of age.	Yes <input type="checkbox"/> Go to box <b>B</b>	No <input type="checkbox"/>
3	I struggle to perform moderate exercise (for example, walk 1.6 kilometer/one mile in 14 minutes or swim 200 meters/yards without resting), OR I have been unable to participate in a normal physical activity due to fitness or health reasons within the past 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
4	I have had problems with my eyes, ears, or nasal passages/sinuses.	Yes <input type="checkbox"/> Go to box <b>C</b>	No <input type="checkbox"/>
5	I have had surgery within the last 12 months, OR I have ongoing problems related to past surgery.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
6	I have lost consciousness, had migraine headaches, seizures, stroke, significant head injury, or suffer from persistent neurologic injury or disease.	Yes <input type="checkbox"/> Go to box <b>D</b>	No <input type="checkbox"/>
7	I am currently undergoing treatment (or have required treatment within the last five years) for psychological problems, personality disorder, panic attacks, or an addiction to drugs or alcohol; or, I have been diagnosed with a learning or developmental disability.	Yes <input type="checkbox"/> Go to box <b>E</b>	No <input type="checkbox"/>
8	I have had back problems, hernia, ulcers, or diabetes.	Yes <input type="checkbox"/> Go to box <b>F</b>	No <input type="checkbox"/>
9	I have had stomach or intestine problems, including recent diarrhea.	Yes <input type="checkbox"/> Go to box <b>G</b>	No <input type="checkbox"/>
10	I am taking prescription medications (with the exception of birth control or anti-malarial drugs other than mefloquine (Lariam).	Yes <input type="checkbox"/> *	No <input type="checkbox"/>

### Participant Signature

**If you answered NO** to all 10 questions above, a medical evaluation is not required. Please read and agree to the participant statement below by signing and dating it.

**Participant Statement:** I have answered all questions honestly, and understand that I accept responsibility for any consequences resulting from any questions I may have answered inaccurately or for my failure to disclose any existing or past health conditions.

Participant Signature (or, if a minor, participant's parent/guardian signature required.)

Date (dd/mm/yyyy)

Participant Name (Print)

Birthdate (dd/mm/yyyy)

Instructor Name (Print)

Facility Name (Print)

**\* If you answered YES** to questions 3, 5 or 10 above **OR** to any of the questions on page 2, please read and agree to the statement above by signing and dating it **AND take all three pages of this form (Participant Questionnaire and the Physician's Evaluation Form) to your physician** for a medical evaluation. Participation in a diving course requires your physician's approval.

## Diver Medical | Participant Questionnaire Continued

<b>BOX A – I HAVE/HAVE HAD:</b>		
Chest surgery, heart surgery, heart valve surgery, an implantable medical device (eg, stent, pacemaker, neurostimulator), pneumothorax, and/or chronic lung disease.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Asthma, wheezing, severe allergies, hay fever or congested airways within the last 12 months that limits my physical activity/exercise.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
A problem or illness involving my heart such as: angina, chest pain on exertion, heart failure, immersion pulmonary edema, heart attack or stroke, OR am taking medication for any heart condition.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Recurrent bronchitis and currently coughing within the past 12 months, OR have been diagnosed with emphysema.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Symptoms affecting my lungs, breathing, heart and/or blood in the last 30 days that impair my physical or mental performance.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX B – I AM OVER 45 YEARS OF AGE AND:</b>		
I currently smoke or inhale nicotine by other means.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
I have a high cholesterol level.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
I have high blood pressure.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
I have had a close blood relative die suddenly or of cardiac disease or stroke before the age of 50, OR have a family history of heart disease before age 50 (including abnormal heart rhythms, coronary artery disease or cardiomyopathy).	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX C – I HAVE/HAVE HAD:</b>		
Sinus surgery within the last 6 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Ear disease or ear surgery, hearing loss, or problems with balance.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Recurrent sinusitis within the past 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Eye surgery within the past 3 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX D – I HAVE/HAVE HAD:</b>		
Head injury with loss of consciousness within the past 5 years.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Persistent neurologic injury or disease.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Recurring migraine headaches within the past 12 months, or take medications to prevent them.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Blackouts or fainting (full/partial loss of consciousness) within the last 5 years.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Epilepsy, seizures, or convulsions, OR take medications to prevent them.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX E – I HAVE/HAVE HAD:</b>		
Behavioral health, mental or psychological problems requiring medical/psychiatric treatment.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Major depression, suicidal ideation, panic attacks, uncontrolled bipolar disorder requiring medication/psychiatric treatment.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Been diagnosed with a mental health condition or a learning/developmental disorder that requires ongoing care or special accommodation.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
An addiction to drugs or alcohol requiring treatment within the last 5 years.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX F – I HAVE/HAVE HAD:</b>		
Recurrent back problems in the last 6 months that limit my everyday activity.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Back or spinal surgery within the last 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Diabetes, either drug or diet controlled, OR gestational diabetes within the last 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
An uncorrected hernia that limits my physical abilities.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Active or untreated ulcers, problem wounds, or ulcer surgery within the last 6 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX G – I HAVE HAD:</b>		
Ostomy surgery and do not have medical clearance to swim or engage in physical activity.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Dehydration requiring medical intervention within the last 7 days.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Active or untreated stomach or intestinal ulcers or ulcer surgery within the last 6 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Frequent heartburn, regurgitation, or gastroesophageal reflux disease (GERD).	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Active or uncontrolled ulcerative colitis or Crohn's disease.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Bariatric surgery within the last 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>

# Diver Medical | Medical Examiner's Evaluation Form

Participant Name	Birthdate
<hr/>	<hr/>
(Print)	Date (dd/mm/yyyy)

The above-named person requests your opinion of his/her medical suitability to participate in recreational scuba diving or freediving training or activity. Please visit [uhms.org](https://uhms.org) for medical guidance on medical conditions as they relate to diving. Review the areas relevant to your patient as part of your evaluation.

## Evaluation Result

☐ Approved – I find no conditions that I consider incompatible with recreational scuba diving or freediving.

☐ Not approved – I find conditions that I consider incompatible with recreational scuba diving or freediving.

<hr/>	<hr/>
Signature of certified medical doctor or other legally certified medical provider	Date (dd/mm/yyyy)

Medical Examiner's Name

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(Print)

Clinical Degrees/Credentials

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Clinic/Hospital

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Address

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Phone	Email
<hr/>	<hr/>

Physician/Clinic Stamp (optional)

Created by the [Diver Medical Screen Committee](#) in association with the following bodies:

**The Undersea & Hyperbaric Medical Society**  
**DAN (US)**  
**DAN Europe**  
**Hyperbaric Medicine Division, University of California, San Diego**



# Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form Continuing Education Administrative Document

**NOTE: Also complete and attach the Diver Medical Form (Product No. 10346)**

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgment and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian.

I, \_\_\_\_\_ participant name \_\_\_\_\_  
understand that as a diver I should:

1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity, and refer to my course materials to stay current and refresh myself on important information.
2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave or technical diving unless specifically trained to do so.
3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Have a buoyancy control device, low-pressure buoyancy control inflation system, submersible pressure gauge and alternate air source and dive planning/monitoring device (dive computer, RDP/dive tables—whichever you are trained to use) when scuba diving. Deny use of my equipment to uncertified divers.
4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities. Recognize that additional training is recommended for participation in specialty diving activities, in other geographic areas and after periods of inactivity that exceed six months.
5. Adhere to the buddy system throughout every dive. Plan dives – including communications, procedures for reuniting in case of separation and emergency procedures – with my buddy.
6. Be proficient in dive planning (dive computer or dive table use). Make all dives no decompression dives and allow a margin of safety. Have a means to monitor depth and time underwater. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 18 metres/60 feet per minute. Be a SAFE diver – Slowly Ascend From Every dive. Make a safety stop as an added precaution, usually at 5 metres/15 feet for three minutes or longer.
7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while underwater. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving. Carry at least one surface signaling device (such as signal tube, whistle, mirror).
8. Breathe properly for diving. Never breath-hold or skip-breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and underwater and dive within my limitations.
9. Use a boat, float or other surface support station, whenever feasible.
10. Know and obey local dive laws and regulations, including fish and game and dive flag laws. I have read the above statements and have had any questions answered to my satisfaction.

I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when diving.

## NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT

I understand and agree that PADI Members ("Members"), including \_\_\_\_\_ Into The Blue Scuba, LLC \_\_\_\_\_ 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

\_\_\_\_\_ Into The Blue Scuba, LLC \_\_\_\_\_ and/or the instructors and divemasters associated with the activity.

# Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form Continuing Education Administrative Document *continued*

## LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, \_\_\_\_\_, participant name, hereby affirm that I am 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; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for training and for certification 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 such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand this Liability Release and Assumption of Risk Agreement (Agreement) hereby encompasses and applies to all diver training activities and courses in which I choose to participate. These activities and courses may include, but are not limited to, altitude, boat, cavern, AWARE, deep, enriched air, photography/videography, diver propulsion vehicle, drift, dry suit, ice, multilevel, night, peak performance buoyancy, search & recovery, rebreather, underwater naturalist, navigator, wreck, adventure diver, rescue diver and other distinctive specialties (hereinafter "Programs").

I understand and agree that neither my instructor(s), divemasters(s), the facility which provides the Programs

\_\_\_\_\_, Into The Blue Scuba, LLC, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, 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 family, estate, heirs or assigns that may occur as a result of my participation in the Programs 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 the Programs, I hereby personally assume all risks of the Programs, whether foreseen or unforeseen, that may befall me while I am a participant in the Programs including, but not limited to, the academics, confined water and/or open water activities. I further release, exempt and hold harmless said Programs and Released Parties from any claim or lawsuit by me, my family,

estate, heirs or assigns, arising out of my enrollment and participation in this program including both claims arising during the program or after I receive my certification(s).

I understand that past or present medical conditions may be contraindicated to my participation in the Programs. I declare that I am in good mental and physical fitness for diving, and 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 medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I affirm it is my responsibility to inform my instructor of any and all changes to my health condition at any time during my participation in the Programs and agree to accept responsibility for my failure to do so.

I also 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, 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 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 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 hereby state and agree this Agreement will be effective for all activities associated with the Programs in which I participate within one year from the date on which I sign this Agreement.

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 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, \_\_\_\_\_, participant name HAVE COMPLETED THE ATTACHED DIVER MEDICAL FORM (10346) AND I AFFIRM IT IS MY RESPONSIBILITY TO INFORM MY INSTRUCTOR OF ANY AND ALL CHANGES TO MEDICAL HISTORY AT ANY TIME DURING MY PARTICIPATION IN SCUBA PROGRAMS. I AGREE TO ACCEPT RESPONSIBILITY FOR OMISSIONS REGARDING MY FAILURE TO DISCLOSE ANY EXISTING OR PAST HEALTH CONDITION, OR ANY CHANGES THERETO.

I, \_\_\_\_\_, participant name BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, DIVEMASTERS, THE FACILITY WHICH OFFERS THE PROGRAMS 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 NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, DIVER MEDICAL AND STANDARD SAFE DIVING PRACTICES STATEMENT OF UNDERSTANDING BY READING THEM BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)



# TRAVEL AND EXCURSIONS

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 I am voluntarily engaging in the recreational activities planned for my trip to \_\_\_\_\_, which activities may include, but are not limited to, scuba diving, snorkeling, boating and \_\_\_\_\_. If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, boating and other activities in which I choose to participate.

I understand and agree that neither \_\_\_\_\_ trip organizer, nor PADI Americas, Inc., nor its affiliate or subsidiary corporations, 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 occurrence on this trip which may result in personal injury, property damage or wrongful death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this Liability Release Agreement, or that I have obtained the written consent of my parent or guardian.

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 heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent 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 ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR 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 ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)



## RELEASE AND WAIVER OF LIABILITY AGREEMENT

IN CONSIDERATION of the opportunity afforded to me to enter and utilize the premises known as BLUE WATER PARK, LLC, located in PELHAM, ALABAMA and to participate in SKIN and/or SCUBA DIVING, its associated activities and/or other water activities, I hereby assume all risk of loss or injury to my person and property that may be sustained in connection with such activities or related activities, including specifically rental and/or use of equipment if applicable in and about these premises. I acknowledge that there is no lifeguard on duty and that I have been given an opportunity to inspect the property and my use of the premises indicates my satisfaction with the condition of same.

IN CONSIDERATION for the permission granted to me to enter the premises and utilize same in such activities, I, for myself, my child(ren), my heirs, administrators, executors, successors and assigns, release, remise, and forever discharge the owners, operators, sponsors of any event, as well as their respective agents, servants, employees, officers, officials, and other participants in those activities of and from all claims, demands, actions and causes of action of any sort, for injury sustained to my person and/or property arising during or from my presence on the premises.

I INTEND by this Release to waive all claims for negligence, products liability, or breach of warranty against BLUE WATER PARK, LLC, including claims for personal injury and property damage to the undersigned or the undersigned's property whether or not it is based on the sole negligence of BLUE WATER PARK, LLC, its agents or its employees. This Release shall cover and include all areas, activities and acts, within the premises, including but not limited to, all recreational endeavors, parking facilities, picnicking areas, land, showers, rest rooms, office and every other area, activity, or act in or about BLUE WATER PARK, LLC, or connected with the same.

I ACKNOWLEDGE that the utilization of the premises by the undersigned for whatever permitted purposes is purely at my risk. I agree that there have been no warranties made to me expressed or implied. I represent and certify that I am eighteen (18) years of age or older and certify that my attendance and participation in those activities is voluntary. I represent and certify that my participation in SKIN and/or SCUBA DIVING is as a certified scuba diver, or as a student in SCUBA DIVING course/program under the supervision of a qualified SCUBA instructor.

I AGREE that this Release shall be continuing in nature for subsequent visits during the calendar year set forth below.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND, BY AFFIXING MY SIGNATURE TO IT, SIGNIFY MY CLEAR INTENTION TO BE LEGALLY BOUND BY IT.

THIS AGREEMENT SHALL NOT BE AMENDED OR MODIFIED OR ANY OF ITS PROVISIONS WAIVED, UNLESS IN WRITING AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Dive Date

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Emergency Phone

\_\_\_\_\_  
Print Name

**FOR CERTIFIED DIVERS:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Certifying Agency

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Type of Certification

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Card ID Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Certification Date

**\*\* \$5 fee imposed for every 5 minutes you are here past closing time\*\***



# Photography Release

I give Into The Blue Scuba, LLC, 11874 HWY 36, Covington, GA 30014 and Into The Blue Scuba Dive Club (photographers) the irrevocable right to use my picture and/ or photograph in all forms and media, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. I waive any right to inspect or approve the pictures and/ or photographs that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the pictures and/ or photographs.

I am 18 years of age or the parent/guardian of the participant and am competent to sign this release. I have read this release and waiver and am fully familiar with its contents.

Signature \_\_\_\_\_

# Equipment Rental Agreement

THIS AGREEMENT is entered into between **Into The Blue Scuba, LLC** and myself, for the rental of scuba, cylinder, skin diving equipment, and/or any other equipment provided by Into The Blue Scuba, LLC. This AGREEMENT is a release of my rights and the rights of my heirs, assigns or beneficiaries to sue for injuries or death resulting from the rental and/or use of this equipment. I personally assume all risks of skin and/or scuba diving, whether foreseen or unforeseen, related in any way to the rental and/or use of this equipment.

Signature \_\_\_\_\_

# Electronic Signature Consent

By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper for **any forms in this document**. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.