



# 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)