



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

## CERTIFIED FREEDIVERS' AND MERMAID DIVERS' ACTIVITIES

**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 name) and/or any individual PADI Instructors and Divemasters associated with the program and/or activity 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 businesses 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 name) and/or the instructors and divemasters associated with the activity.

### **Liability Release and Assumption of Risk Agreement**

I, \_\_\_\_\_, hereby affirm that I am a certified freediver and/or mermaid diver trained in safe dive practices and know that skin diving, freediving and mermaid diving (hereinafter "Freediving/Mermaid Diving") have inherent risks which may result in serious injury or death.

I understand and agree that neither the facility, \_\_\_\_\_, nor the dive professional(s) who may be present at the dive site, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors and assigns (hereinafter "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 during Freediving/Mermaid Diving activities as a result of my participation in Freediving/Mermaid Diving activities or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness for Freediving/Mermaid Diving. I further state that I am not under the influence of alcohol or any drugs that are contraindicated to Freediving/Mermaid Diving. If I am taking medication, I affirm that I have seen a physician and have approval to Freedive/Mermaid Dive while under the influence of the medication/drugs. I understand that Freediving/Mermaid Diving are physically strenuous activities and that I will be exerting myself during this activity 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 am aware that safe Freediving/Mermaid Diving practices suggest Freediving/Mermaid Diving with a buddy. Accordingly, it is my responsibility to plan my dives allowing for my Freediving/Mermaid Diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dives, dive my plan, and follow the instructions and dive briefing of the dive professional(s). I affirm it is my responsibility to inspect all of my equipment prior to Freediving/Mermaid Diving and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to Freediving/Mermaid Diving or if I choose to dive with equipment that may not be functioning properly.

I further state that I am of lawful age and legally competent to sign this liability release, 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 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, \_\_\_\_\_, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE \_\_\_\_\_ (STORE/RESORT), THE DIVE PROFESSIONAL(S), 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 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/Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)

Diver Accident Insurance?  NO  YES Policy Number \_\_\_\_\_