

# Master Seal Camp - Ages 10 & up (This box for Staff use only) Parent/Student Orientation done, incl. Youth Diving video Date: \_\_\_\_\_ Staff Initial: \_\_\_\_ Staff Initial: \_\_\_\_ Staff Initial: \_\_\_\_ Student Record Folder - name only Student Record Folder - name only Discover Snorkeling and Skin Diving waiver Discover Scuba Diving statement Seal Team Statement Non-Agency and Liability Release Youth Diving video and waiver Jack's Snorkel Waiver

	Jack's Snorkel Waiver		
<u>MasterSealCa</u>	<u>тр (10&amp;up):</u>	Start Date:	
Student's Name	e:		
Age:	Birth Date: _		
Address:			
		Email:	
Parent/Guardian	ı, Relationship:	Cell:	
Parent/Guardian	ı, Relationship:	Cell:	
9	ency Contact (not listed above):		
Name:			
Relationship:			
Home Phone: _			
Cell Phone:			
Name and conta	act information of people author	ized to pick up your child:	
	allergies or medications that ne		

class:



## 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**

am aware that participation in swimming/snorkeling/skin diving and Discover Mermaid programs/courses/experiences and related tivities has inherent risks that may result in serious injury or death. I understand and agree that neither the instructor(s), nor the fathrough which this program/course/experience and/or related activity is offered,	acility chool e and I to as state
, (Parent/Participant), on behalf of myself as a participant in a swimming/sno ng/skin diving/Discover Mermaid program/course/experience and/or related activity and/or on behalf of my participating minor (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 unders not a mere recital, and that I have signed this Agreement of my own free act and with the my legal rights. I further agree that if any provision of this Agreement is found to be unen- severed from this Agreement. The remainder of this Agreement will then be constru- had never been contained herein.	e knowledge that I hereby agree to waive forceable or invalid, that provision shall be
• I understand and agree that I am not only giving up my right to sue the Released Parties or beneficiaries may have to sue the Released Parties resulting from participant death. I fur and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise becaparties.	ther represent I have the authority to do so
, (Parent/Participant), by this instrument agree refessional staff providing this swimming/snorkeling/skin diving or Discover Mermaid program/of Starfish Aquatics Institute, Inc., PADI Americas, Inc., and all related entities as defined above, for personal injury, property damage or wrongful death however caused, including but not limities, whether passive or active.	course/experience and/or related activities, rom all liability or responsibility whatsoever
HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEAS AND THE NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT BY READING MYSELF, MY MINOR CHILD AND ALL HEIRS.	
Participant Signature	Date (Day/Month/Year)
Signature of Parent/Guardian (where applicable)	Date (Day/Month/Year)



### **PADI Seal Team Statement**

### Participant Record (confidential information)

#### PLEASE PRINT CLEARLY.

Name _		Birthdate Age
Address	3	
City		State/Province
Country		Zip/Postal Code
Home F	hone (	) email
Emerge	ency con	act Relationship
Primary	Phone (_	)
Second	ary Phon	()
How dic	l you hea	about us?
		MEDICAL QUESTIONNAIRE
medical approval	history or <sub>l</sub>	and parent: Please answer YES or NO to any of the following items to accurately reflect the participant's past resent medical condition. A YES answer to any of these items requires that a participant obtain written medical ng allowed to participate in scuba diving activities. If this applies, please ask for a Medical Statement (#10063) to.
☐ Yes	☐ No	I am currently suffering from a cold or congestion.
☐ Yes	☐ No	I have a history of respiratory problems or disease.
☐ Yes	☐ No	I have had asthma, emphysema or tuberculosis.
☐ Yes	☐ No	I currently have an ear infection.
☐ Yes	☐ No	I have recurrent ear problems, ear disease or surgery.
☐ Yes	☐ No	I have a history of sinus problems.
☐ Yes	☐ No	I have had problems equalizing (popping) my ears with airplane or mountain travel.
☐ Yes	☐ No	I am diabetic.
☐ Yes	☐ No	I have a history of heart condition (e.g., cardiovascular disease, angina, heart attack).
☐ Yes	☐ No	I have a history of seizures, dizziness or fainting.
☐ Yes	☐ No	I have a nervous system disorder.
☐ Yes	☐ No	I have behavioral health, mental or psychological disorders (panic attack, fear of closed or open spaces).
☐ Yes	☐ No	I have recurrent back problems, history of back or spinal surgery.
☐ Yes	☐ No	I am currently taking prescription medication that carries a warning about impairment of physical and mental abilities (with the exception of anti-malarial).
☐ Yes	☐ No	I have recently had an operation or illness.
☐ Yes	☐ No	I am under the care of a physician or have a chronic illness.

### PADI SEAL TEAM ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT

Please read carefully and fill in all blanks before signing.

,	, parent/guardian and	, participant,	hereby affirm that we
are aware of and und	erstand there are inherent hazards associated with	skin diving and scuba diving which may result in serio	ous injury or death.
	are certain risks associated with aquatic activities of the risk of said injuries.	conducted in and around a swimming pool or confined	water dive site, and
We understand that m five (5) core AquaMiss ID Specialist, Environ Diver Specialist, Snap	ny child may choose to participate in one or all of the sions involving the introduction of basic dive skills a mental Specialist, Inner Space Specialist, Navigation	s which will be conducted in a swimming pool or confinese AquaMissions. These AquaMissions include, but and ten (10) specialty AquaMissions including, but not on Specialist, Night Specialist, Search and Recovery Specialist We understand and agree that this Release which my child chooses to participate.	are not limited to, limited to, Creature Specialist, Skin
•	ate and agree that this Release will be effective and m the initial date on which I execute this Release.	d valid for all PADI Seal Team activities in which my ch	nild participates for a
embolism or other hypoe conducted at a site	perbaric injuries can occur which require treatment	risks and my child will be exposed to these risks. Dec in a recompression chamber. We further understand t from such a recompression chamber. We still choose to the activity site.	hat this activity may
We understand and a	gree that neither the dive professionals conducting	this activity, nor the facility through which this activity	is
child, me, my family, o	r referred to as "Released Parties") may be held lia	rnational PADI, Inc., nor any of their respective employable or responsible in any way for any injury, death or on the participation in this activity or as a result of the	other damages to my
my child is injured as		and that my child will be exerting him/herself during to, that we expressly assume the risk of said injuries to le for the same.	
		e hereby personally assume all risks in connection with the activity, including all risks connected therewith, w	
	d hold harmless said activity and the Released Paring out of my child's participation in this activity.	ties from any claim or lawsuit by my child, me, or my t	amily, or our estate,
	having jurisdiction shall affect only that portion hel-	in held to be in violation of any applicable statutes or r d to be invalid or inoperative, and the remaining portio	
	n of lawful age and legally competent to sign this A sent for the participation of my child.	ssumption of Risk and Liability Release Agreement, a	nd as the parent am
We understand that th	ne terms herein are contractual and not a mere reci	tal and that we have signed this Release of our own fi	ree act.
l.	, PARENT/GUARDIAN AN	D .PAR	RTICIPANT, BY THIS
THIS ACTIVITY IS CO OR RESPONSIBILIT	KEMPT AND RELEASE THE DIVE PROFESSIONA DNDUCTED, AND INTERNATIONAL PADI, INC., A Y WHATSOEVER FOR PERSONAL INJURY, PRO	ALS CONDUCTING THIS ACTIVITY, THE FACILITY T ND ALL RELATED ENTITIES AS DEFINED ABOVE, F PERTY DAMAGE OR WRONGFUL DEATH, HOWEV ASED PARTIES, WHETHER PASSIVE OR ACTIVE.	FROM ALL LIABILITY
	FORMED OURSELVES OF THE CONTENTS OF T E SIGNING IT ON BEHALF OF MYSELF, MY CHIL	HIS ASSUMPTION OF RISK AND LIABILITY RELEAD D, AND OUR HEIRS.	SE AGREEMENT BY
-	Signature of Participant	Date (day/month/year)	_
-	Signature of Parent/Guardian	Date (day/month/year)	_

### 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.

1117010	ar 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
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,
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

(Liability Release and Assumption of Risk Agreement continued)

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)

# Liability Risk and Assumption of Risk/ Non-Agency Acknowledgement Form 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 Jack's Diving Locker 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 Jack's Diving Locker and/or the instructors and diversasters associated with the activity.

#### Liability Release and Assumption of Risk Agreement

I hereby affirm I am voluntarily engaging in the recreational activities planned for my trip with Jack's Diving Locker, which activities may include, but are not limited to, scuba diving, snorkeling, boating, and sightseeing. 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 JACKS DIVING LOCKER and L&L LLC (Facilities & Operations), DOLPHIN DIVERS Inc, LAROS DIVING Inc, and KONA COAST SKIN & SCUBA DIVERS LTD (Operators), the STAFF OF JACKS DIVING LOCKER (Dive Supervisors), 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, 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.

I hereby state and agree that this Liability Release will be effective for my participation in any and all Events provided by the Released Parties from the date I sign the Liability Release through 31 December 2023.

SIGNATURE OF DIVER	SIGNATURE OF PARENT OR GUARDIAN (Where Appl	icable)	DATE
PRINT NAME	E-MAIL ADDRESS Only list your	address if it is ok for us t	o send you email.
STREET ADDRESS	CITY	STATE	ZIP CODE

### **Environmental Pledge**

The precious coral reefs of Hawaii are facing many serious threats from human actions. Even divers, snorkelers and other recreational users can harm coral reef ecosystems if they behave carelessly and do not show respect for marine life. Hundreds of thousands of people visit Hawaiian reefs every year so small individual infractions can add up to have a significant effect.

Because we care about our coral reefs and want to do everything possible to reduce human impacts, we ask that you commit to not participate in potentially destructive behavior. We are not attempting to limit your experience; in fact, following these rules of responsible marine recreation will help you to better understand and appreciate coral reefs while you help to preserve this unique ecosystem for future generations.

genera	ations.
If you v	want to learn more about coral reef ecosystems and the thousands of creatures that depend on them, ask your Guide or Instructor
I, respon	, commit to minimize my impact to the sensitive coral ecosystem by following these rules of sible marine recreation below.
l promi	se to:
	Always listen to my Guide and/or Instructor and follow her or his advice. Following safety guidelines can save my life and help to protect the reef.
	Never touch, step on, or kick coral reefs or live rock. Corals are living animals that eat, grow and reproduce and can be damaged by contact. They are also fully protected by State law.
	Never throw food or rubbish into the water or feed fish. Human food and bought fish food can sicken fish and other marine life and disrupt the natural interactions between reef organisms that keep the ecosystem healthy.
	Never chase, touch, or try to move or manipulate marine-life; this can stress and harm the animals. If they want to approach you, it must be their choice.
	stand that if I disregard or knowingly violate these rules of responsible marine recreation, I could be excluded from further diving activities right to refund and my behavior may be reported to other dive centers.
	Signature: