

 $\underline{\textbf{Seal Camp Hawaii}} \ \ \textit{(This box for Staff use only:}$ ☐ Parent/Student Orientation done, incl. Youth Diving video ■ Date Staff Initial □ Camp registration materials done: Date\_\_\_\_Staff Initial\_\_ □ Student Record Folder - name only Discover Snorkeling and Skin Diving waiver Seal Team Statement ☐ Youth Diving video and waiver □ Jack's Snorkel Waiver SealTeamCamp: Start Date:

Student's Name:	
Age: Birth Date: _	
Address:	
Home Phone:	Email:
Parent/Guardian, Relationship:	Cell:
Parent/Guardian, Relationship:	Cell:
Another Emergency Contact (not listed above):  Name:  Relationship:  Home Phone:  Cell Phone:	
Name and contact information of people authori	
Please list any allergies or medications that nee	ed to be taken during the 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**

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
orogram, 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**

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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,
, (Parent/Participant), on behalf of myself as a participant in a swimming/snorkel- ng/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 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	s		<del></del>
		State/Province	
Country	'	Zip/Posta	al Code
Home F	hone (	() email	
Emerge	ency con	ontact Relationship	
Primary	Phone (_	e ()	ell
Secondary Phone ()		one ()	<b>l</b> Cell
How did	l you hea	near about us?	
		MEDICAL QUESTIONNAIRE	
medical approval	history or p	ant and parent: Please answer YES or NO to any of the following items to accurate or present medical condition. A YES answer to any of these items requires that a pare being allowed to participate in scuba diving activities. If this applies, please ask for a sician.	ticipant obtain written medical
☐ Yes	☐ No	lo I am currently suffering from a cold or congestion.	
☐ Yes	☐ No	lo I have a history of respiratory problems or disease.	
☐ Yes	☐ No	lo I have had asthma, emphysema or tuberculosis.	
☐ Yes	☐ No	lo I currently have an ear infection.	
☐ Yes	☐ No	lo I have recurrent ear problems, ear disease or surgery.	
☐ Yes	☐ No	lo I have a history of sinus problems.	
☐ Yes	☐ No	lo I have had problems equalizing (popping) my ears with airplane or mour	ntain travel.
☐ Yes	☐ No	lo I am diabetic.	
☐ Yes	☐ No	lo I have a history of heart condition (e.g., cardiovascular disease, angina,	heart attack).
☐ Yes	☐ No	lo I have a history of seizures, dizziness or fainting.	
☐ Yes	☐ No	lo I have a nervous system disorder.	
☐ Yes	☐ No	I have behavioral health, mental or psychological disorders (panic attack open spaces).	k, fear of closed or
☐ Yes	☐ No	lo I have recurrent back problems, history of back or spinal surgery.	
☐ Yes	☐ No	I am currently taking prescription medication that carries a warning about and mental abilities (with the exception of anti-malarial).	ut impairment of physical
☐ Yes	☐ No	lo I have recently had an operation or illness.	
☐ Yes	☐ No	lo 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.

l,	, parent/guardian and	, participant, hereby affirm that we
are aware of and und	lerstand there are inherent hazards associated with skin divi	ng and scuba diving which may result in serious injury or death.
	are certain risks associated with aquatic activities conducte the risk of said injuries.	d in and around a swimming pool or confined water dive site, and
We understand that r five (5) core AquaMis ID Specialist, Environ Diver Specialist, Sna	my child may choose to participate in one or all of these Aqu sions involving the introduction of basic dive skills and ten ( inmental Specialist, Inner Space Specialist, Navigation Speci	will be conducted in a swimming pool or confined water dive site. aMissions. These AquaMissions include, but are not limited to, 10) specialty AquaMissions including, but not limited to, Creature alist, Night Specialist, Search and Recovery Specialist, Skin st We understand and agree that this Release encompasses and y child chooses to participate.
•	ate and agree that this Release will be effective and valid form the initial date on which I execute this Release.	r all PADI Seal Team activities in which my child participates for a
embolism or other hy be conducted at a site	perbaric injuries can occur which require treatment in a reco	d my child will be exposed to these risks. Decompression sickness impression chamber. We further understand that this activity may ha recompression chamber. We still choose to proceed with this tivity site.
We understand and a	agree that neither the dive professionals conducting this acti	vity, nor the facility through which this activity is
child, me, my family,	er referred to as "Released Parties") may be held liable or re	PADI, Inc., nor any of their respective employees, officers, agents sponsible in any way for any injury, death or other damages to my participation in this activity or as a result of the negligence of any
my child is injured as		t my child will be exerting him/herself during this activity and that it expressly assume the risk of said injuries to my child. We affirm same.
		personally assume all risks in connection with the activity for vity, including all risks connected therewith, whether foreseen or
	nd hold harmless said activity and the Released Parties from ing out of my child's participation in this activity.	any claim or lawsuit by my child, me, or my family, or our estate,
	having jurisdiction shall affect only that portion held to be in	be in violation of any applicable statutes or regulations or any avalid or inoperative, and the remaining portions of this Release
	m of lawful age and legally competent to sign this Assumptions sent for the participation of my child.	on of Risk and Liability Release Agreement, and as the parent am
We understand that t	he terms herein are contractual and not a mere recital and t	nat we have signed this Release of our own free act.
I.	PARENT/GUARDIAN AND	,PARTICIPANT, BY THIS
INSTRUMENT DO E THIS ACTIVITY IS CO OR RESPONSIBILIT	XEMPT AND RELEASE THE DIVE PROFESSIONALS CON	IDUCTING THIS ACTIVITY, THE FACILITY THROUGH WHICH RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED,
	FORMED OURSELVES OF THE CONTENTS OF THIS ASS RE SIGNING IT ON BEHALF OF MYSELF, MY CHILD, AND	SUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT BY OUR HEIRS.
-	Signature of Participant	Date (day/month/year)
-	Signature of Parent/Guardian	 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 diversaters 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 2024.

SIGNATURE OF DIVER	SIGNATURE OF PARENT OR GUARDIAN (Where Appli	cable)	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: