



# 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 Aquatic Realm Scuba Center, LLC (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, Aquatic Realm Scuba Cntr, LLC (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)



# Aquatic Realm Scuba Center, LLC

1807 South Metro Parkway, Centerville, Ohio 45459 / 937-428-9836

## Consent to Treat/Photo Release Form

REGISTRATION INFORMATION – Please print

Name (First, Last) \_\_\_\_\_ DOB: (dd/mm/yyyy) \_\_\_\_\_

Have you received the COVID-19 Vaccination: YES \_\_\_\_\_ NO \_\_\_\_\_

Address \_\_\_\_\_ Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

City, State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Email: \_\_\_\_\_

Phone (Cell) \_\_\_\_\_ (Home) \_\_\_\_\_

### Consent to Treat:

In the event of injury or illness, I authorize (on behalf of myself or my child/ward) Aquatic Realm Scuba Center, LLC to obtain first aid and/or medical treatment at the nearest and most adequate facility of Aquatic Realm Scuba Center, LLC choice. This release is completed and signed of my own free will and with the sole purpose of authorizing medical treatment under emergency circumstances for myself, or in my absence, for the minor child/ward listed.

### Photo Release:

I authorize Aquatic Realm Scuba Center to publish, in print, electronic, or video format, the likeness or image of myself or my child/ward, without limitation.

PARTICIPANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
dd/mm/yyyy

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(if minor) dd/mm/yyyy

### In case of emergency contact:

NAME:	RELATIONSHIP:	CELL PHONE:
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NAME:	RELATIONSHIP:	CELL PHONE:
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**AQUATIC REALM SCUBA CENTER LLC**

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

The undersigned, \_\_\_\_\_, being a student and/or guest diver of Aquatic Realm Scuba Center LLC, hereby certifies covenants and agrees as follows:

A. I understand and acknowledge that the novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is an extremely contagious respiratory disease that can result in serious illness or death. The virus is believed to spread primarily between individuals who are in close contact with each other (within about six feet) and it may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes. Federal, state and local governments, as well as federal, state and local health agencies, have issued various stay-at-home orders and other rules, regulations and guidelines with respect to social distancing and the restrictions or limitations on the congregation of groups of people and the reopening of businesses.

B. I understand and acknowledge that the Aquatic Realm Scuba Center LLC has put in place preventative measures to reduce the spread of COVID-19 and I expressly agree to abide by any rules and regulations implemented by the Aquatic Realm Scuba Center LLC to carry out those measures; however, I understand that the Aquatic Realm Scuba Center LLC cannot guarantee that I will not be exposed to or contract COVID-19. By utilizing the services, programs, equipment, rented facilities and premises of the Aquatic Realm Scuba Center LLC, I knowingly and of my own free will assume the risk of being exposed to or contracting COVID-19 and I understand that I could be increasing my risk of exposure to or contracting COVID-19, which I am fully aware could result in personal injury, illness, permanent disability or death. I voluntarily accept sole responsibility for any injury or damage to myself or any family member including without limitation personal injury, illness, permanent disability or death arising out of or relating to the above-described uses of Aquatic Realm Scuba Center LLC.

C. I understand and acknowledge that I am utilizing the services, programs, equipment, rented facilities and premises of the Aquatic Realm Scuba Center LLC, freely and voluntarily, and that as a prerequisite for the foregoing uses, I must sign this Assumption of Risk, Release and Waiver of Liability and Indemnification Agreement, something I am doing freely and voluntarily.

**NOW, THEREFORE**, in consideration of the above, the undersigned, on behalf of himself or herself, any participating minors as the case may be, and any personal representatives, heirs, next of kin, attorneys, agents or insurers (hereinafter referred to as “the undersigned”) hereby agrees to forever release, waive, discharge and covenant not to sue the Aquatic Realm Scuba Center LLC and/or its owners, members, managers, officers, directors, subsidiaries, parents, affiliates, successors and assigns, employees, agents, contractors, volunteers, attorneys and insurers (collectively, the **“Released Parties”**) from any and all liabilities, claims, demands, causes of action, costs and expenses which may arise on account of any property damage or any injury to, or an illness or the death of, the undersigned or any of his or her family members (or any person who may be exposed to or contract COVID-19, directly or indirectly, from the undersigned or such family members) whether caused by the actions, omissions or negligence, active or passive, of the Aquatic Realm Scuba Center LLC or otherwise while the undersigned or such family members are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Aquatic Realm Scuba Center LLC; the undersigned also agrees to indemnify and hold harmless the Aquatic Realm Scuba Center LLC and the Released Parties from any negligent acts or willful misconduct of the undersigned.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this agreement. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Parent/ Guardian: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Parental or Legal Guardian Consent Required for Minors**

If the person identified above is under 18 years of age, this Assumption of Risk, Release and Waiver of Liability and Indemnification Agreement is also being executed by either a parent or legal guardian of the minor, who, through such execution, also releases and indemnifies the Aquatic Realm Scuba Center LLC and the Released Parties to the fullest extent provided above.