

Aquatic Realm Scuba Center, LLC

Facility Name

**Try Diving Pool Event**

REGISTRATION INFORMATION – Please print

Name (First, Last) \_\_\_\_\_ Minimum Age 10 Years Old  
DOB: (dy/mo/year) \_\_\_\_\_

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

\_\_\_\_\_ email: \_\_\_\_\_  
City, State/Province, Country, Zip/Postal Code

Phone (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Emergency Contact Information

Name/Relationship \_\_\_\_\_ Phone \_\_\_\_\_

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**RELEASE OF LIABILITY/ASSUMPTION OF RISK/NON-AGENCY ACKNOWLEDGMENT**

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 Aquatic Realm Scuba Center, LLC and/or  
Facility Name  
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 Aquatic Realm Scuba Center, LLC and/or the instructors and divemasters associated with the activity.  
Facility Name

**Liability Release and Assumption of Risk Agreement**

I (participant name), \_\_\_\_\_, hereby affirm that I am aware that skin and scuba diving have inherent risks that may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that requires 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 in proximity to the dive site.

(continued on reverse)

I understand and agree that neither the dive professionals conducting this program, nor the facility through which this activity is conducted, Aquatic Realm Scuba Center, LLC, nor any of their respective  
Dive Center/Facility Name

employees, officers, agents or assigns, nor PADI (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 family, estate, heirs or assigns that may occur as a result of my participation in this program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

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 participating in this program, including but not limited to the academics, confined water and/or open water activities.

I understand the Try Diving Event is a program developed and used by Aquatic Realm Scuba Center, LLC  
Dive Center/Facility Name

and not PADI. I hereby release and hold harmless the Try Diving Event 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 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 understand that past or present medical conditions may be contraindications to my participation in the program. I affirm that I am not currently suffering from a cold or congestion, or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting, or a history of a heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

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 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, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I understand that the terms herein are contractual and not a mere recital and that I have signed this Release 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 (participant name), \_\_\_\_\_, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS ACTIVITY, THE FACILITY THROUGH WHICH THIS ACTIVITY IS CONDUCTED, PADI, 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 BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
 Participant Signature Date \_\_\_\_\_  
 Day/Month/Year

\_\_\_\_\_  
 Parent/Guardian Signature (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) \_\_\_\_\_

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.