



## IDEA Recreational Scuba Training Assumption of Risk, Liability Release & Hold Harmless Agreement

**This is a legal contract terminating your rights to file a lawsuit. Read carefully before signing.**

**Warning – Scuba diving uses life-support equipment and techniques that have inherent risks which may cause serious injury, illness, or death.**

In consideration of being allowed to participate in scuba training, I, \_\_\_\_\_

(Print name of student) expressly agree to be bound by this Agreement and comply with the IDEA Responsible Scuba Diver Activity. I understand this Agreement is between me, my family, estate, heirs and or anyone who may have a claim on my behalf; and **Dream Blue Scuba**, including all instructors, facilities, boats, and training sites I receive training with or at; International Diving Educators Association ("IDEA"); and each of their respective owners, officers, employees, representatives, volunteers, agents, contractors and any others on their behaves, whether specifically named or not (herein referred to as "Released Parties").

I voluntarily assume all risks of injury, illness and death, caused by scuba diving and all related activities, whether foreseeable or not, including but not limited to risks associated with: swimming, entering and exiting the water, falling on, struck by or abandoned by a boat, separation or lost underwater, holding my breath, pre-existing health conditions, heart failure, over-exertion, panic, drowning, pressure related injuries, decompression illness, environmental and marine life injuries, unknown causes, equipment malfunctions, improper dive planning, or improper action of other divers or support personnel (including failure to rescue, recover, resuscitate, or provide emergency assistance).

I agree to waive, release, not sue, discharge, save, indemnify, and hold harmless the Released Parties of all claims, demands, causes of action, lawsuits and damages by me, my estate, family (including minor children), heirs, or others who may have a claim for my injury, illness or death as a result of any act or failure to act, including negligence by the Released Parties, associated with my scuba training and all related activities. I agree that it is my responsibility to inform my family and all those who may have legal rights on my behalf that I have entered into this Agreement, and it is my intent that they be bound by this Agreement. I agree that me or my estate shall be fully liable (pay for) for the cost to the Released Parties, and initial retainer for legal counsel of \$50,000 to the released parties, for any claim brought on my behalf as a consequence of my participation in scuba diving and all related activities.

I have carefully read, understand, and agree to comply with the IDEA Responsible Scuba Diver Activity during all diving activities. I understand and agree that I am responsible for my own safety and well-being during all dive training and related activities. I am responsible for being physically, medically, and mentally fit to participate in scuba diving. I affirm that all personal information I have provided on medical questionnaires is truthful and accurate to the best of my knowledge, and I will not hold others responsible or liable for any injury, illness or death caused by my failure to disclose a known medical condition. I am responsible for my own equipment configuration, assembly, and pre-dive inspection to verify it is appropriate and functioning properly. I am responsible for planning and performing all my dive activities, including anticipating potential emergencies. I will not hold anyone, including the Released Parties, responsible for failure to protect my wellbeing, ensure my proper use of equipment, or conduct my dive activities competently. I will not dive in conditions or at times that are not within my abilities and comfort level. If conditions become dangerous or I do not feel well or I become injured, I will immediately notify the dive leader and take action to correct the situation. I understand dive activities are conducted at sites that are remote, in time and distance, from medical care or a recompression chamber. I understand dive training does not guarantee my safety and that accidents happen even when proper procedures are followed. I understand the importance of, and my responsibility to have, personal insurance that specifically covers dive-related emergencies, emergency transportation, and medical treatments.

I understand and agree that IDEA licenses training centers, professionals, and their affiliates to use various IDEA trademarks and to conduct IDEA approved training, but they are not agents, employees or franchisees of IDEA, its parent, subsidiary, or affiliated corporations. I further understand that IDEA training centers, IDEA professionals, and their affiliates' businesses are independent, and are neither owned, operated, or controlled by IDEA, and that while IDEA establishes standards and materials for IDEA training, it is not responsible for, nor does it have the right to control, the operation of the business activities or the day-to-day training and/or supervision of divers by IDEA training centers, IDEA professionals, their affiliated businesses, and/or their associated staff. I further understand and agree on behalf of myself, that in the event of injury, illness, or death during dive activities, I shall not hold IDEA liable for the actions, inactions or negligence of the IDEA training center, IDEA professionals and other affiliated businesses or personnel associated with my dive activities.

I have read this Agreement and the IDEA Responsible Scuba Diver Activity. I expressly understand my responsibilities and that I am giving up legal rights by signing this Agreement. I understand this is a legal contract and I am voluntarily signing it without duress or further inducement. I understand this is an unconditional and complete release of all liability to the greatest extent allowed by law. If any portion of this Agreement is found to be legally unenforceable or invalid, that portion shall be severed, and the remainder shall have full force and effect. I agree to

be bound by this Agreement without modification of the preprinted text. The terms of this Agreement shall continue in effect for all scuba diving training (including entry-level training and continuing education training) and related activities for a period of one year from the date I signed this agreement. I am over 18 years of age and legally competent to engage in this Agreement, or I have acquired the written consent of my parent or guardian by completing a Youth Addendum form.

Participant's Name \_\_\_\_\_ (Print) Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_ (DD/MM/YY)

Parent/Guardian \_\_\_\_\_ (Print) Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ (DD/MM/YY)

Dream Blue Scuba/IDEA Instructor

\_\_\_\_\_ (Print) Signature \_\_\_\_\_ Date \_\_\_\_\_ (DD/MM/YY)

## **IDEA**

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