

PADI Medical Questionnaire and Liability Release

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 SCUBA diving.

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 it is your obligation to seek the advice of a physician prior to diving.

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, it is incumbent upon you to consult with a physician prior to participating in scuba diving to ensure you are fit for this activity. The yacht assumes no liability as to your fitness for this sport.

_____ 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?

CHARTERER INITIALS: _____

_____ 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)?

Liability Release and Assumption of Risk Agreement

I (participant name), _____, hereby affirm that I am 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.

CHARTERER INITIALS: _____

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 no one conducting this program, nor the facility through which this program is offered, corporations, nor any of their respective employees, officers, agents 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 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 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 knowledge development, contained water and/or open water activities.

I further release and hold harmless any and all the Released Parties (including Cool Cat LLC, Catatonic 500 LLC, Dirk DeLo and Sandra Anderson and any others) 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.

CHARTERER INITIALS: _____

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 INDIVIDUALS 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.

IF I AM PLANNING TO DIVE I WILL NOT DRINK ALCOHOLIC BEVERAGES THAT DAY UNTIL ALL DIVING IS COMPLETE. Please initial here _____

Participant Signature _____ Date (Day/Month/Year)

Is Signatory of legal age (Yes/No) _____

If signatory is not of legal age, please provide Parent/Guardian Signature to indicate approval:

Signatory Signature (if needed) _____ Date (Day/Month/Year)