PADI Discover Scuba® Diving Participant Statement

Read the following paragraphs carefully.

This statement, which includes a Medical Questionnaire, a Liability Release and Assumption of Risk Agreement (Statement of Risks and Liability), Non-Agency Disclosure and Acknowledgment and the Discover Scuba Diving Knowledge and Safety Review, informs you of some potential risks involved in scuba diving and of the conduct required of you during the PADI Discover Scuba Diving program. If you are a minor, your parent or guardian must read this Guide and sign on the back panel.

You will also need to learn important safety rules regarding breathing and equalization while scuba diving from the PADI Professional. Scuba diving and the use of scuba equipment without proper supervision or instruction can result in serious injury or death. You must be instructed in its use under the direct supervision of a qualified instructor.



PADI Medical Questionnaire

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 this program.

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 you must seek the advice of a physician.

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, we must request that you consult with a physician prior to participating in scuba diving. Your PADI Professional will supply you with a PADI Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to take to a physician.

- ____ 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?
- _____ 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)?

Non-Agency Disclosure and Acknowledgment Agreement

I understand and agree that PADI Members ("Members"), including <u>(store/resort)</u> 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 <u>(store/resort)</u> and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I (participant name), ______, hereby affirm that I 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. 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 neither the dive professionals conducting this program, nor the facility through which this program is offered, <u>(facility name)</u>, nor PADI Americas, Inc., nor its affiliate or subsidiary 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, confined water and/or open water activities.

I further release and hold harmless the Discover Scuba Diving program 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 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. 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 DIVE PROFESSIONALS 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.

Participant Signature

Date (Day/Month/Year)

Parent/Guardian Signature (where applicable)

Date (Day/Month/Year)

BOAT TRAVEL AND SCUBA DIVING

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 <u>store/resort</u> 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 <u>store/resort</u> and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I, _______, hereby affirm that I am a certified scuba diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site (hereinafter collectively referred to as "Excursion").

I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip and scuba dive(s), whether conducted as a certified diver or a student diver in a diving class.

I understand and agree that neither the dive professional(s); nor the crew or owner of the vessel; nor the vessel itself; nor PADI Americas, Inc., nor its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself

BOAT TRAVEL AND SCUBA DIVING

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during this Excursion, and that if I am 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 aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s)/vessel crew. I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I further state that I am of lawful age and legally competent to sign this 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 if 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 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 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 ACKNOWLEDGMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE I SIGNED BELOW ON BEHALF OF MYSELF AND MY HEIRS.

□ YES

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance?
☐ NO

Policy Number











Diver Medical | Participant Questionnaire

Recreational scuba diving and freediving requires good physical and mental health. There are a few medical conditions which can be hazardous while diving, listed below. Those who have, or are predisposed to, any of these conditions, should be evaluated by a physician. This Diver Medical Participant Questionnaire provides a basis to determine if you should seek out that evaluation. If you have any concerns about your diving fitness not represented on this form, consult with your physician before diving. If you are feeling ill, avoid diving. If you think you may have a contagious disease, protect yourself and others by not participating in dive training and/ or dive activities. References to "diving" on this form encompass both recreational scuba diving and freediving. This form is principally designed as an initial medical screen for new divers, but is also appropriate for divers taking continuing education. For your safety, and that of others who may dive with you, answer all questions honestly.

Directions

Complete this questionnaire as a prerequisite to a recreational scuba diving or freediving course.

Note to women: If you are pregnant, or attempting to become pregnant, *do not dive*.

		r	,)
1	I have had problems with my lungs, breathing, heart and/or blood affecting my normal physical or mental performance.	Yes □ Go to box A	No 🗆
2	I am over 45 years of age.	Yes □ Go to box B	No 🗆
3	I struggle to perform moderate exercise (for example, walk 1.6 kilometer/one mile in 14 minutes or swim 200 meters/yards without resting), OR I have been unable to participate in a normal physical activity due to fitness or health reasons within the past 12 months.	Yes □*	No 🗆
4	I have had problems with my eyes, ears, or nasal passages/sinuses.	Yes □ Go to box C	No 🗆
5	I have had surgery within the last 12 months, OR I have ongoing problems related to past surgery.	Yes □*	No 🗆
6	I have lost consciousness, had migraine headaches, seizures, stroke, significant head injury, or suffer from persistent neurologic injury or disease.	Yes □ Go to box D	No 🗆
7	I am currently undergoing treatment (or have required treatment within the last five years) for psychological problems, personality disorder, panic attacks, or an addiction to drugs or alcohol; or, I have been diagnosed with a learning or developmental disability.	Yes □ Go to box E	No 🗆
8	I have had back problems, hernia, ulcers, or diabetes.	Yes □ Go to box F	No 🗆
9	I have had stomach or intestine problems, including recent diarrhea.	Yes □ Go to box G	No 🗆
10	I am taking prescription medications (with the exception of birth control or or anti-malarial drugs other than mefloquine (Lariam).	Yes □*	No 🗆

Participant Signature

Participant Statement: I have answered all questions honestly, and understand that I accept responsibility for any consequences resulting from any questions I may have answered inaccurately or for my failure to disclose any existing or past health conditions.

Participant Signature (or, if a minor, participant's parent/guardian signature required.

Participant Name (Print)

Instructor Name (Print)

Date (dd/mm/yyyy)

Birthdate (dd/mm/yyyy)

Facility Name (Print)

(Print)

Date (dd/mm/yyyy)

Diver Medical | Participant Questionnaire Continued

BOX A – I HAVE/HAVE HAD:					
Chest surgery, heart surgery, heart valve surgery, an implantable medical device (eg, stent, pacemaker, neurostimulator), pneumothorax, and/or chronic lung disease.	Yes □*	No 🗆			
Asthma, wheezing, severe allergies, hay fever or congested airways within the last 12 months that limits my physical activity/exercise.	Yes□*	No 🗆			
A problem or illness involving my heart such as: angina, chest pain on exertion, heart failure, immersion pulmonary edema, heart attack or stroke, OR am taking medication for any heart condition.					
Recurrent bronchitis and currently coughing within the past 12 months, OR have been diagnosed with emphysema.	Yes □*	No 🗆			
Symptoms affecting my lungs, breathing, heart and/or blood in the last 30 days that impair my physical or mental performance.					
BOX B - I AM OVER 45 YEARS OF AGE AND:					
I currently smoke or inhale nicotine by other means.	Yes □*	No 🗆			
I have a high cholesterol level.	Yes□*	No 🗆			
I have high blood pressure.	Yes □*	No 🗆			
I have had a close blood relative die suddenly or of cardiac disease or stroke before the age of 50, OR have a family history of heart disease before age 50 (including abnormal heart rhythms, coronary artery disease or cardiomyopathy).	Yes □*	No 🗆			
BOX C - I HAVE/HAVE HAD:					
Sinus surgery within the last 6 months.	Yes □*	No 🗆			
Ear disease or ear surgery, hearing loss, or problems with balance.	Yes □*	No 🗆			
Recurrent sinusitis within the past 12 months.	Yes□*	No 🗆			
Eye surgery within the past 3 months.	Yes □*	No 🗆			
BOX D – I HAVE/HAVE HAD:					
Head injury with loss of consciousness within the past 5 years.	Yes □*	No 🗆			
Persistent neurologic injury or disease.	Yes□*	No 🗆			
Recurring migraine headaches within the past 12 months, or take medications to prevent them.	Yes □*	No 🗆			
Blackouts or fainting (full/partial loss of consciousness) within the last 5 years.	Yes□*	No 🗆			
Epilepsy, seizures, or convulsions, OR take medications to prevent them.	Yes □*	No 🗆			
BOX E – I HAVE/HAVE HAD:					
Behavioral health, mental or psychological problems requiring medical/psychiatric treatment.	Yes □*	No 🗆			
Major depression, suicidal ideation, panic attacks, uncontrolled bipolar disorder requiring medication/psychiatric treatment.	Yes□*	No 🗆			
Been diagnosed with a mental health condition or a learning/developmental disorder that requires ongoing care or special accommodation.	Yes□*	No 🗆			
An addiction to drugs or alcohol requiring treatment within the last 5 years.	Yes□*	No 🗆			
BOX F – I HAVE/HAVE HAD:					
Recurrent back problems in the last 6 months that limit my everyday activity.	Yes □*	No 🗆			
Back or spinal surgery within the last 12 months.	Yes □*	No 🗆			
Diabetes, either drug or diet controlled, OR gestational diabetes within the last 12 months.	Yes□*	No 🗆			
An uncorrected hernia that limits my physical abilities.	Yes□*	No 🗆			
Active or untreated ulcers, problem wounds, or ulcer surgery within the last 6 months.	Yes□*	No 🗆			
BOX G – I HAVE HAD:					
Ostomy surgery and do not have medical clearance to swim or engage in physical activity.	Yes □*	No 🗆			
Dehydration requiring medical intervention within the last 7 days.	Yes □*	No 🗆			
Active or untreated stomach or intestinal ulcers or ulcer surgery within the last 6 months.	Yes □*	No 🗆			
Frequent heartburn, regurgitation, or gastroesophageal reflux disease (GERD).	Yes □*	No 🗆			
Active or uncontrolled ulcerative colitis or Crohn's disease.	Yes□*	No 🗆			
Bariatric surgery within the last 12 months.	Yes □*	No 🗆			

Diver Medical | Medical Examiner's Evaluation Form

Participant Name	Birthdate	
	(Print)	Date (dd/mm/yyyy)
	it uhms.org for medical guidance on medical cond	participate in recreational scuba diving or freediving ditions as they relate to diving. Review the areas rele-
Evaluation Resul	It	
Approved – I find no cond	ditions that I consider incompatible with recreationa	I scuba diving or freediving.
Not approved – I find cor	nditions that I consider incompatible with recreatio	nal scuba diving or freediving.
Signature of certified med	lical doctor or other legally certified medical provider	Date (dd/mm/yyyy)
Medical Examiner's Name		
	(Prin	it)
Clinical Degrees/Credentials	S	
Clinic/Hospital		
Address		
Phone	Email	
	[
	Physician/Clinic Stamp (option	nal)
	Created by the <u>Diver Medical Screen Committee</u> following bodies:	in association with the
	The Undersea & Hyperbaric Medical Society	
	DAN (US)	
	DAN Europe Hyperbaric Medicine Division, University of Ca	alifornia, San Diego