

'BIRTHDAY PARTY' POOL EVENT LIABILITY RELEASE FORM



DIVE TRAINING SPECIALISTS

REGISTRATION INFORMATION – Please print

Name (First and last) _____

Date of birth (day/month/year): _____

Residential address _____

City, Country, Postcode _____

Which gender do you identify as?: Male / Female (circle one)

Email: _____

Phone (home) _____ (cell) _____

EMERGENCY CONTACT INFORMATION

Name/Relationship _____ Phone _____

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

NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT: I understand and agree that PADI Members ("Members"), including Scuba School 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 Scuba School NZ Ltd instructors and divemasters associated with the activity.

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. I understand and agree that neither the dive professionals conducting this program, nor the facility through which this activity is conducted, Scuba School NZ Ltd, 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 Try Dive Pool Event Liability Release Form 2017 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 Scuba School NZ Ltd 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)

TERMS & CONDITIONS

PLEASE READ CAREFULLY BEFORE MAKING A BOOKING.



DIVE TRAINING SPECIALISTS

Definitions and Acceptance

1. In these Terms, unless the context requires otherwise: **Agreement** means the Order Form you complete or sign when you book a course, and these Terms and Conditions; **Course Form** means the form you've signed to confirm your booking on one of our courses; **We, us** or **our** means Scuba School Limited; **you** or **your** means each party to whom we provide the Services.
2. **By signing our Course Form you agree that you are bound by these terms and conditions.**

Medical Declarations and Release

3. You are required to complete mandatory PADI course documentation, including their and our Release Forms. Any known medical conditions must be declared and notified to us, when completing the Course Form. Failure to declare medical conditions will result in student suspension from the course until a satisfactory medical certificate has been gained.

Course Fees and Deposit

4. The amount of your course fee will be specified in the Course Form you've signed.
5. The deposit is payable once you sign the Course Form. If it is not paid within 5 days we can cancel your booking on notice to you by email.
6. The balance of the course fee is payable on or before the first day of the course.
7. If you fail to pay any part of the course fee, we will be entitled to charge interest on the unpaid amount at the rate of 10% per annum for the period from the due date until the date we receive payment. You'll also be liable for all of our costs in pursuing you for overdue payments including costs we incur to engage a lawyer or debt collector at the full amount we are invoiced by such people.
8. Where applicable, you agree that you will pay GST on our course fees.

Cancellation

9. We'll allow you to cancel in the following circumstances only:
 - a. By giving written notice to us at least 4 weeks from the start date of the diving course; or
 - b. By giving written notice to us between 2 and 4 weeks prior to the start date of the diving course.
10. If you cancel under clause 9, we reserve the right to retain 100% of the deposit paid where you cancel under clause 9b. We can require you to pay the full course fee if you cancel within 2 weeks of the start date or if you don't show up. In other cases, we'll give you a refund but we'll deduct an administration fee that you accept we can determine. The administration fee will depend on the expenses we incur and are unlikely to recover and the likelihood of us finding someone to take your place on the course.

Rescheduling & No Shows

11. 'No Shows' are when you fail to turn up for a scheduled session. Payments made for the session will not be refunded or credited to a future session.
12. If you want to reschedule a course within four weeks of your scheduled course then a rescheduling fee will be applied. Rescheduling a course or experience after the start time of that session is classed as a 'No Show'.
13. If you are unable to attend a course, or part of a course and provide more than the required notice period for that course or four weeks if there isn't a notice period, we will endeavour to reschedule your course to another date that is suitable to you without any rescheduling fee. Subject to clause 9, we do not provide any refunds and any part payments made for courses may, at our sole discretion, be a credit on your account for up to 1 year from the booking date.
14. Failure to complete the full course requirements for any reason caused by you rather than us, will result in additional charges being made to complete the course at a later stage. This includes not being able to demonstrate competence to meet the performance requirements as laid down by the PADI Course Standards.
15. In the event that a situation arises and we are unable to deliver your course on pre-arranged dates, we will endeavour to give you as much notice as possible and will re-schedule your course. We reserve the right to cancel courses if PADI Professionals are not fit to dive or if diving conditions render student diving unsafe. Risk assessment controls will determine conditions to dive.

Changes on the Day

16. We may need to change the venue of the dive for weather or other reasons. You accept we can do so if the alternative venue will still be an open water dive. We will not be required to offer a refund for such a change.

We Limit our Liability

17. Apart from our commitments in the Agreement and the Course Form, you accept we are not liable for any warranties, representations and conditions whether implied by law, trade, custom or otherwise.
18. In no circumstances will we or our instructors, staff, consultants or other people authorised by us be liable, whether in tort, contract or otherwise for any indirect loss, loss of profits, consequential loss that you suffer.
19. You accept that our liability to you, or any other person, for any and all loss or damage arising in relation to our products and services will be limited to the amount you actually pay us for our products and services.

Personal Details

20. You accept we can retain your personal details for a period of 7 years as required by PADI International Limited. We will at all times treat your details with respect and will not share them with anyone else.

Confidentiality and Privacy

21. We acknowledge that all information we receive from you is private and personal. We agree to keep all such information confidential at all times and will not disclose any such information to anyone except:
 - a. Where PADI International requires us to give them your information
 - b. Where you consent in writing to disclosure
 - c. Where required by law.

Privacy

22. Our collection, storage, and use of your personal information is subject to Scuba School Limited's privacy policy which can be found at [website], and is also subject to all applicable laws, including the Privacy Act 1993 (New Zealand).
23. You have the right to access your personal information recorded by us and to have it updated and corrected as necessary by contacting one of our travel agents.

Miscellaneous

24. Intellectual Property - You agree that we own all intellectual property rights, title and interest relating to our business and you will not copy or permit those to be copied in any way.
25. Assignment - The Agreement is personal to you and you may not assign, transfer or subcontract your rights or obligations under it. We may assign or transfer our rights or obligations under the Agreement to any party accepting the responsibilities under this Agreement.
26. Severability - Any provision of the Agreement held to be illegal or unenforceable will, to the extent necessary, be deemed to be deleted. The enforceability of the remaining provisions of the Agreement will not be affected.
27. Law and jurisdiction - The Agreement and any dispute relating to the Agreement is governed by the law of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.