

Poole Divers

4a, New Quay Road, Poole, Dorset, BH15 4AF.

Tel: 01202 666118 Mobile: 07594 946626

e-mail: scuba@poolediving.uk



Membership Application for Poole Divers

First Name:

Middle Initial:

Surname

Date of Birth

Agency: PADI /

Certification Level:

Address

Post Code:

Mobile Number:

E-mail:

Emergency Contact:

Name

Relationship

Mobile Number

Terms and Conditions of club membership

1. Club membership is open to all divers with any level of recognized qualification (PADI, BSAC, etc.)
2. Poole Divers is run and managed by Poole Diving Ltd. All membership benefits of the club are determined by Poole Diving Ltd., which reserves the right to change all benefits as they see fit.
3. Poole Diving Ltd reserves the right to restrict club membership for the good & benefit of Poole Divers members and Poole Diving Ltd as they see fit. They also reserve the right to remove membership from any person or persons acting in anyway considered by Poole Diving Ltd to be incompatible with the overall aims of the club or if these terms and
4. conditions are not adhered to.
5. Poole Divers aim to organise regular dives to various local dive sites. This may include pre-booking of charter boats and payment of fees. Once a member has agreed to participate on a club dive that includes a fee, that fee must be honored financially even if the member is unable to attend.
6. It is the responsibility of the member to arrange transport to and from the site, including entrance and parking fees save where Poole Divers have made other arrangements. Which may include pre-booking and arrangement of transport.
7. Poole Divers & Poole Diving Ltd will not and cannot be held responsible for any dives that are cancelled. In all cases Poole Divers & Poole Diving Ltd will endeavor to contact all pre booked divers and notify them of any cancellation, however it is not always possible and Poole Divers & Poole Diving Ltd take no responsibility for any costs incurred by any cancelled dive for any reason.
8. All club members are responsible for ensuring that they have the correct level of training and equipment for any dive they partake in. Members are also responsible for ensuring that all equipment is in good working order and is serviceable. Poole Divers & Poole Diving Ltd reserves the right to refuse anyone who may not have the correct level of training I equipment or equipment that may not be serviceable.
9. In any event Poole Divers & Poole Diving Ltd will not be held responsible or liable for any accident, loss, damage, or injury caused to club members, whether self-inflicted or by another party.

VAT Number: 124 0615 56

www.poolediving.uk

Company Number: 8920596

Poole Divers is a trading name of Poole Diving Ltd.

10. Any training provided during or in conjunction with any club event must be conducted by Poole Diving Ltd whether payment is made or the training is conducted for free. Poole Divers will not provide any training liability cover or insurance for any unauthorized training. Any training must be arranged with Poole Diving Ltd prior to training commencing.
11. All club members must prior to diving complete the following; Sign liability release forms; Satisfactorily complete and have on file an annual Medical declaration or Provide a "fitness to dive" certificate of letter from their Doctor. If any information relating to this fitness to dive self-certification changes you must inform the club.
12. Have been accepted for membership of the club and paid that months fees.
13. Application for membership is subject to approval and may be refused, all decisions are confidential and any reason for refusal will not be given and no correspondence will be entered into relating to a membership refusal
14. Club Membership must be held for 12 months.
15. I have read and agree to the above terms and conditions of membership.

Signed:

Date:

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

I, _____, passenger/diver, 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.

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance? ☐ NO ☐ YES Policy Number _____

CERTIFIED DIVERS

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 Poole Diving Ltd & Poole Divers 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 Poole Diving Ltd & Poole Divers and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I, diver name, hereby affirm that I am a certified scuba diver trained in safe dive practices and know that skin diving and scuba diving (hereinafter "Diving") have inherent risks which may result in serious injury or death.

I understand that scuba diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. If I am scuba diving with oxygen enriched air ("Enriched Air") or other gas blends including oxygen, I also understand that it involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I further understand that the Diving activities will 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 these activities in spite of the absence of a recompression chamber in proximity to the dive site(s).

I understand and agree that neither Poole Diving Ltd & Poole Divers, nor the dive professional(s) who may be present at the dive site, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors and assigns (hereinafter "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 during Diving activities as a result of my participation in Diving 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 for Diving. I further state that I am not under the influence of alcohol or any drugs that are contraindicated 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 Diving is a physically strenuous activity and that I will be exerting myself during this activity 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). 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 liability release, or that I have acquired 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 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.

Release of Liability/Assumption of Risk/Non-agency Acknowledgement Form

CERTIFIED DIVERS

I, _____, diver name _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE
Poole Diving Ltd & Poole Divers store/resort and/or vessel _____, THE DIVE PROFESSIONAL(S), PADI AMERICAS, INC., AND ALL
RELATED ENTITIES 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 AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT
AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance? ☐ NO ☐ YES Policy Number _____