



Reviewed by:

(SNUBA® Guide Name)

Participant Record and Liability Release

Name (complete): Birth Date: (Month/Day/Year)

Street Address:

City: State/Country: Zip Code:

Phone: E-mail:

Emergency Contact: Emergency Number:

Please answer the following questions on your past or present medical history with a YES or NO.

If you answer yes, you will not be able to participate. Be honest with your responses. Do not put your health at risk.

- 1. Are you pregnant or do you believe you might be pregnant?
2. Do you have a history of heart attacks, strokes or heart disease?
3. Have you ever had heart surgery, angina or blood vessel surgery?
4. Do you have asthma and are currently using an inhaler, or have a history of emphysema or tuberculosis?
5. Are you currently, or within the past 8 hours been under the influence of mind-altering drugs or alcohol?
6. Do you have any form of lung disease?
7. Do you have epilepsy, seizures or convulsions or take medications to prevent them?
8. Are you actively taking medication that carries a warning about any impairment of your physical or mental behavior?

Please answer the following questions on your past or present medical history with a YES or NO. A positive response does not necessarily disqualify you from SNUBA. Be honest with your responses. Do not put your health at risk.

- 9. Do you have a history of blackouts, fainting or breathlessness?
10. Do you currently have a head cold (congestion), sinusitis, bronchitis or ear discharge/infection?
11. Do you have a history of diabetes affecting your ability to participate in a strenuous activity?
12. Do you have a history of asthma or wheezing with breathing or exercise?
13. Have you ever had a diving accident or decompression sickness?
14. Do you have high blood pressure or take medicine to control it?
15. Do you have a history of bleeding or blood disorders?
16. Have you ever had ear or sinus surgery?
17. Do you have a history of ear disease, hearing loss or problems with balance?
18. Do you have problems equalizing (clearing) ears with airplane or mountain travel?
19. Have you ever had a brain, spinal cord or nervous disorder?

If you have answered YES to any of the above questions, you must be cleared to SNUBA® dive by a physician.

I, (print full name), verify that a physician is aware of my current medical status and medical history and has cleared and released me to swim, snorkel and dive. I also verify that the information I have provided about my medical history is accurate and complete and I have not concealed or misrepresented anything. I agree that I will not fly for 4 hours after completing the SNUBA adventure.

Signature of Participant: Date: (Month/Day/Year)

Signature of Parent or Legal Guardian: (If participant is under 18 years old) © 2019 SNUBA® International, Inc. All Rights Reserved form SIROL-001

# SNUBA<sup>®</sup> Liability Release & Express and Primary Assumption of Risk

I, \_\_\_\_\_ (print full name), understand the purpose of signing this document is to release and hold completely harmless, to the maximum extent permitted by law, my SNUBA<sup>®</sup> Guide, the SNUBA<sup>®</sup> Licensee or Operator, SNUBA<sup>®</sup> International, and all of the respective employers, affiliates, parent, officers, agents, employees, contractors and assigns of the SNUBA<sup>®</sup> operator and manufacturer and Espacio Nautico S.A de C.V. ("Released Parties") from any and all liability arising out of my participation in the recreational sport of SNUBA<sup>®</sup> (hereinafter referred to as the "Adventure") or any acts or omissions by any of the Released Parties, including but not limited to negligence attributable to any of them.

I hereby affirm that I have been advised and informed of the inherent risks and hazards of the recreational sport of SNUBA<sup>®</sup>, including but not limited to dangers associated with breath-holding, rapid ascents, and lung over-expansion, as well as water-related injuries such as death by drowning. I understand that such injuries may require treatment in a recompression chamber, but SNUBA<sup>®</sup> may take place at a site too far from a recompression chamber in distance or time for treatment to be rendered to me. I still choose to proceed in this Adventure despite the inherent risks and hazards in this recreational sport and the possible absence of a recompression chamber in proximity of the Adventure site.

I also understand that SNUBA<sup>®</sup> can be a physically strenuous recreational sporting activity and that I will be exerting myself during this Adventure. To the maximum extent permitted by law, I expressly assume the risk of, and expressly release the Released Parties from all liability for, any injury, death, property damage and other loss or damage, including but not limited to injury or death caused by heart attack, panic, or hyperventilation, that may occur in connection with the Adventure. I understand that by doing so, I relinquish any claims that I, my family, my heirs or my assigns may now have, as well as any that may hereafter accrue, against the Released Parties for any injury, death, property damage and other loss or damage in connection with this Adventure, including but not limited to that caused by negligence attributable to any of the Released Parties, whether passive or active, and/or that caused by any product defect or failure of any sort.

I understand that the Adventure is designed to provide me with an introduction to breathing underwater with guided supervision. It is not intended to train me as a competent or independent diver. I further understand and agree that I must be thoroughly instructed in a certification course under direct supervision of a qualified instructor to become a certified, competent diver.

I understand that the terms herein are contractual and not mere recital; and that I have signed this document of my own free will and act. I hereby agree that any claims related to this agreement or my participation in SNUBA<sup>®</sup> will be adjudicated solely in the courts of the State of California, whether federal or state court, and that such claims will be decided solely under California law. I also agree that any such claim will be brought within one year of the date of the incident or be forever barred. I also understand that if any portion of this Liability Release and Express and Primary Assumption of Risk agreement is found to be invalid or inapplicable by a court of competent jurisdiction, that portion shall be severed and the balance of the agreement remain in full force and effect.

I acknowledge that I have also read, had explained to me and understood the Participant Record and Liability Release before signing it. I hereby represent and warrant that the information I have provided on the Participant Record and Liability Release regarding my past and present medical history and clearance by a physician (if applicable) is accurate and complete and that no information has been concealed or misrepresented. I agree to defend and indemnify the Released Parties and hold them completely harmless against any claims in any way related to any intentional or negligent misrepresentations, concealments, omissions, or inaccuracies in that information, including payment of any reasonable attorney's fees incurred in the defense of such claims.

I have fully informed myself of the contents of this liability release and Express and Primary Assumption of Risk by reading it in its entirety before signing it on behalf of myself, my heirs and my personal representatives. To the maximum extent permitted by law, it is my intention by signing this agreement to give up my right to sue the released parties and to hold these entities harmless from any and all liability for personal injury, property damage or wrongful death caused by the negligence of the released parties or otherwise, and I hereby expressly, voluntarily and knowingly assume all risks associated with my participation in the recreational sporting activity of SNUBA<sup>®</sup>.

SNUBA<sup>®</sup> International may use photographs or videos of my SNUBA<sup>®</sup> experience strictly for promotional purposes. If you are not in agreement with said use, indicate by checking the following box:

Do not use my images for promotional purposes.

How did you find out about this SNUBA<sup>®</sup> adventure?

- |  |  |                                    |
|--|--|------------------------------------|
| <input type="checkbox"/> Online / website / Social Media | <input type="checkbox"/> Magazine                            | <input type="checkbox"/> Newspaper |
| <input type="checkbox"/> Friend                          | <input type="checkbox"/> Television                          | <input type="checkbox"/> Radio     |
| <input type="checkbox"/> Hotel tour desk                 | <input type="checkbox"/> Offered on a snorkel boat excursion |                                    |

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Month/Day/Year)

Signature of Parent or Legal Guardian: \_\_\_\_\_  
(If participant is under 18 years old)