



GAS BLENDER TRAINING

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 _____ store/resort 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 _____ store/resort and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I, _____ participant name, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES INCLUDING THE USE OF ENRICHED AIR NITROX AND/OR BREATHING GASES OTHER THAN AIR, AND AM FULLY AWARE OF THE INHERENT HAZARDS OF SCUBA DIVING INCLUDING THE RISK OF SERIOUS INJURY OR DEATH.

I further state that I am thoroughly knowledgeable of the inherent risks of scuba diving in general and gas blending activities in particular, including the risk of serious injury or death. In consideration of being allowed to participate in this Gas Blender course, I hereby personally assume all risks in connection with this course, including the risk that I or someone else may be negligent in connection with this course, and for any harm, injury, or damage that I may suffer in connection with this course, whether foreseen or unforeseen.

I understand that blending, filling, and breathing various oxygen-rich mixtures of breathing gases, up to and including pure oxygen, involves numerous inherent risks including, but not limited to: explosion, fire, central nervous system (CNS) or pulmonary oxygen toxicity, hypoxia, anoxia, hyperoxia, improper or impure mixtures of breathing gas, and any and all other risks of scuba diving in general and mixed-gas diving in particular.

I further declare I understand gas blending involves risks of serious injury or death that may exceed those risks inherent in scuba diving with compressed air only, including the risks associated with filling high pressure cylinders with gas mixtures containing high percentages of oxygen, including pure oxygen, and that I nevertheless expressly assume these risks of gas blending.

I further declare I understand I AM SOLELY RESPONSIBLE FOR ENSURING MY SAFETY DURING MY PARTICIPATION IN THIS COURSE and agree that: neither 1) the facility(ies), organization(s) or supervisory personnel offering this course, _____ store/resort, or their employees; nor 2) Diving Science and Technology Corp. ("DSAT"); nor 3) PADI Americas, Inc., ("PADI"), its affiliates or subsidiary corporations; nor any of the respective employees, officers, agents, contractors or assigns of 1-3 (hereinafter referred to as the "Released Parties"), may be held liable or responsible in any way for any injury, death, or other damages to me or my family, estate, heirs, or assigns that may occur in connection with my participation in this Gas Blender course, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I will inspect all of my equipment prior to every gas blending activity, including filling, blending, analyzing or otherwise using diving cylinders with mixed gases of any kind, to ensure that they are properly filled, analyzed, marked and used for any activity related to this gas blending course.

I further release, exempt and hold harmless the Released Parties from any claim or lawsuit for personal injury, wrongful death, or property damage by me, my family, estate, heirs, or assigns, arising out of my participation in this Gas Blender course, including both claims arising during this course or after I complete this course, even if caused by the negligence of any or all of the Released Parties.

I further declare 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 further agree that if any portion 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.



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

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I understand and agree that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act and with the knowledge I hereby agree to waive my legal rights. 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 stopped from claiming otherwise because of my representation to the Released Parties.

I, _____, by this instrument agree to exempt and release the Released Parties 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.

Date

Signature of Participant

Date

Signature of Parent or Guardian, if applicable

Date

Witness