

418 Shaddock St Tarpon Springs, FL 34689 info@OdysseyExpeditions.com 727-619-6246

Dear Odyssey Expeditions participant and parent,

This releases packet contains the necessary forms, medical questionnaire, and liability releases required for participation in and Odyssey Expeditions voyage.

These forms include:

- Odyssey Expeditions:
 - Student Conduct Agreement
 - Terms and Declaration of Activities & Risk,
 - A releases required by the State of Florida for disclosures to parents of the risks associated in participating in adventure programs with businesses located in Florida.
- The Moorings/Sunsail Indemnification Agreement
- Our training agency PADI (Professional Association of Diving Instructors) required forms for:
 - o SCUBA and Freediver training Release of Liability/Assumptions of Risk
 - Continuing Education training
 - o Boat Travel, Shore Excursions and Water sports
 - o Equipment Rental and Use
 - Emergency Treatment Consent form
 - o Diver Medical Participant Questionnaire

We ask that you read over and review these documents carefully and sign and return them.

Concerning a particular PADI form, Diver Medical - Participant Questionnaire, please note that if you answer YES some of the questions you may need to print out the form and have your physician review and sign the form and return it separately. When signed by a physician this form may be returned scanned for email or as hard copy via postal mail.

These forms need to be returned as soon as possible to secure your berth for the upcoming voyage and failure to return the forms may result in cancellation of your reservation and forfeiture of all deposit and fees paid.

We look forward to sharing with you a rewarding experience!

Thank you,

Jason Buchheim Director, Odyssey Expeditions

EXPEDITIONS

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Student Agreement Contract for

I agree to keep safety as my first priority:

I agree always to have safety as my first priority, to take care of myself and the people around me. I will ask questions or speak up when I am uncomfortable with a situation or activity or when I feel unsafe

I agree to respect others:

I agree to treat others with respect, empathy, and consideration. I will not at any time engage in any physical, emotional, or verbal abuse, bullying, nor any discrimination. I will not speak with foul language and will not be dishonest. I will not participate in involvement in "cliques" or other exclusive groups.

I agree to share responsibility onboard:

I agree to willingly and equally share responsibility with my fellow vessel mates in daily group tasks and chores. Each participant may not do an equal share every day, but over a period of days, each student should do a proportionate share of the daily cleanup, cooking, sailing tasks required of running a clean and healthy vessel. All students are on a journey of learning and being challenged by new skills and environmental conditions; there can be no expectation that any other vessel mate will be able to continually assume a greater share of the work nor that an instructor can continually focus a greater share of their energy and time on one student.

I agree to respect the property of others:

I agree not to steal, hide, damage, or alter any property that is not my own. I agree not to engage in behavior or actions that could likely harm or damage my vessel, including drawing on myself or others with pens, bringing significant quantities of sand onboard in my dive booties or inside my bathing suit, slamming hatches or doors, etc.

I agree to be considerate:

I agree to be considerate of my fellow participants by not leaving my personal effects unattended when outside of my cabin and keeping them organized and tidy, by not stomping or walking on my heels when walking on deck, by speaking quietly when speaking loudly is not necessary, by listening to others and not talking over them when it is their turn to speak.

I agree to respect my environment:

I agree to respect the local people and customs of the country in which I am travelling. As instructed by my staff, I will wear clothing in keeping with what is deemed appropriate by local etiquette. I understand that my staff may ask me to change or purchase new clothing if I ignore instructions. I will help protect natural areas by following local conservation guidelines.

I agree to use cell phones and electronics only during approved times:

I agree to use cell phones, tablets, and other electronics only during times designated by staff. I understand phone calls, checking social networks, etc. during activity times can be disruptive. I further agree to not ask for or seek additional approved time designation.

I agree to the ZERO tolerance policy for tobacco, vaping, alcohol, marijuana, and illegal drugs:

I agree to not consume, possess, purchase, conspire to purchase, or even associate with those using tobacco products, e-cigarettes, alcohol products, marijuana, illegal drugs, and/or prescription medications not used as directed. I understand this zero tolerance policy extends to all arrival/departure days and flights. I further acknowledge that a vessel captain has full authority to search any part of the vessel and any bags or personal effects at any time.

I agree to participate fully:

I agree to participate fully in my program's activities. I understand the success of my experience is largely determined by me and my peers, by our individual and collective attitudes and motivation. I will try to maintain a positive attitude even when I'm upset. I will work cooperatively and interact maturely with others, and will "pull my own weight" with the responsibilities.

I agree to stay with my group:

I agree to stay with my group at all times, except when my staff has expressly allowed solo or small group exploration. I also agree to stay in my room or sleeping area after instructed to go to bed. I understand violating this policy can put my safety at risk.

I agree to not engage in sexual relations:

I agree to not engage in any form of sexual relations during the trip. I understand that exclusionary affection can negatively impact my peers, team, and the goals of the program. I will respect the rules of my co-ed housing, including no boys in girl's sleeping areas and vice versa. I agree not to engage in any form of Public Display of Affection (PDA) including: kissing, holding hands, fondling, cuddling, inappropriate touching, rubbing/massaging, caressing/stroking/petting, excessive hugging.

I agree to respect off-limit areas:

I agree not to occupy any area of the vessel deemed 'off-limits' (this includes the top of the 'house' after sunset, the sail bag, or the cabins assigned to members of the opposite gender) and to not occupy any public area at night that has been designated to members of the opposite gender of myself.

I agree to respect quiet hours and program hours:

I agree to be quiet between 11 PM and 7 AM, with light's off, not engaged in conversation nor any other disruptive activity and to have sleep as my primary objective during quiet hours. I agree to have my bedding (sheets, sleeping bags, hammock) in place, change any vessel structures for sleep and all necessary steps completed to be ready for bed by 11 PM lights out. I further agree to be ready for the beginning of program activities at 7 AM without having to be hassled by staff to rise, and to promptly put my bedding away (such as untying my hammock, putting sheets and sleeping bags in my cabin and returning any structures to their daytime position).

I agree to obey instructions:

I agree to listen and obey the instructions given by my staff. I know, above all, they are looking after my safety and wellbeing, as well as the group.

Throughout my program, I affirm that I will conduct myself within the boundaries of this contract. I understand that breaking any of the agreements can incur severe consequences, including immediate dismissal without refund.

Enrollment

We accept applications as long as space is available on the boats, but suggest you enroll early to guarantee availability. A \$1000 deposit is required to reserve a berth on an Odyssey Expeditions Corp. (hereafter referred to in these terms as 'Odyssey') voyage. The full tuition balance is due April 1st. If enrolling after April 1st, full tuition is due at time of enrolment. Upon our receipt of your application and deposit we will contact you to confirm your reservation and will send a registration packet that contains a welcome letter and information as well as forms that must be completed and signed by participant and participants parent/s or legal guardian/s (hereafter referred to collectively as 'parent/s') and returned to Odyssey. These forms include a medical questionnaire, and an Acknowledgment and Assumption of Risk and Release for voyage participation in sailing, scuba training, and diving. They outline the risks associated with voyage activities and your responsibilities. Upon review of accepted and returned forms, Odyssey shall offer final acceptance into a voyage. Participant and parent/s acknowledge that it is their responsibility to work with their physician to decide whether Odyssey voyages and activities are appropriate for the participant. Exercise induced asthma and other physical limitations are a contra-indication to scuba diving. The parent/s must advise Odyssey of all preexisting conditions and recent medical treatment in writing on the medical forms provided, and update in writing should there be any changes prior to the program start. Late enrollee forms are due as soon as possible after receiving them. Odyssey may cancel applicant's attendance without refund of deposit, tuition or fees paid if required forms and payments are not timely submitted.

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Odyssey voyage tuition covers all program expenses including educational programs in biology, PADI scuba training and certifications, use of scuba and program equipment, watersports, food and berth aboard the yacht, diving, and scheduled shore excursions. Airfare, optional meals/personal purchases/tours ashore, taxi or ferry airport transfers, personal scuba training books, academic credit, phone calls, and medical expenses are not included. Any academic credit must be arranged separately with the accrediting institution. Failure to ensure Odyssey's receipt of full tuition payment by April 8th may subject the berth to forfeiture. After February 1st, deposit and tuition is non-refundable and nontransferable, no tuition refunds shall be made in the event of your cancellation, non-arrival, or dismissal for any reason. Due to the group dynamic nature of the programs, any participant unable to arrive within 48 hours of noon on the first day of a voyage shall be considered a cancellation and not permitted aboard.

Early Return

Participant and parent/s acknowledge that if the participant must return home for any reason including medical or family reasons, personal emergency, dismissal or other reasons not stated, participant and parent/s shall be solely responsible for all costs associated with early departure including evacuation, plane, taxi, or boat fares, accommodations and meals, and compensation for any staff that may accompany participant. Participant and parent's understand that staff accompaniment for early return may not be possible for any part of their return itinerary and airports may differ.

Insurance

All participants are required to carry dive accident insurance, such as that offered by Divers Alert network. We recommend the purchase of Travel Insurance to protect your tuition investment and will provide registration forms for recommended insurance. Parent/s understand that they are responsible for the full costs of any medical care or evacuations, even any costs not covered by insurance. Also participant and parent/s are responsible for Odyssey equipment and property participant uses while on the voyage and will be required to reimburse Odyssey for any willful or accidental destruction or loss of said equipment. Parent/s must provide a valid credit card to be kept on file by Odyssey

for incremental expenses that are not covered by regular tuition, including but not limited to student medical expenses. Parent/s hereby authorize Odyssey to charge this card for such expenses, subject to Odyssey providing supporting invoices, receipts, or other documentation.

Medical Treatment Release

Voyage participant and his or her parent/s authorize Odyssey staff, directors, representatives, contractors or other medical personnel to arrange for any necessary medical treatment for participant, including hospitalization, injections, anesthesia, X-ray, blood transfusions or laboratory work, medications, or surgery. Participant and parent/s agree that Odyssey has no responsibility for medical care provided to the participant, and participant and parent/s shall be fully responsible for the costs associated with all medical treatments or emergency services performed. Participant and parent/s understand that the medical facilities and physicians may be located in countries with varying standards of care which may be primitive or inadequate.

Participant Understanding Odyssey's voyages are a multi-faceted educational

experience with emphasis on sailing, scuba diving, and marine science as well as teamwork and leadership development. Participants must expect to be part of the crew upon arrival, and fully participate in all aspects of running the yacht, ready to share in the work of dive preparation, science activities, sailing, cleaning, and meal preparation. Crew rotate onboard job positions daily, contributing positively to the group experience. Evenings are largely devoted to program activities aboard. Participants are expected to be positive, motivated, and physically and mentally willing to fully participate in voyage activities and responsibilities. The program tone is that of non-competitive group support. Programs are geared for both teens and college students. Yacht and berth assignments are based on age. Odyssey operates multiple yachts and groups students such that each yacht has a similar age range. Three to five students of the same-sex are assigned to each cabin, and sleeping accommodations include weatherproof hammocks and sleeping bags for sleeping on deck. Participants must understand that the cleanliness of their cabins is their responsibility and that they will have specific duties to perform aboard the vessel including sailing, cooking, and cleaning. Voyages do not include maid or chef service. Participants and staff share the responsibilities aboard and work together with mutual respect and courtesy. The program is 'unplugged', cell phones and personal entertainment devices (ie.iPads) are collected at the voyage start and returned at the end. The yachts are 'Dry' and 'Zero-Tolerance' is strictly enforced. Participant is required to maintain an atmosphere of respect with the other participants and staff, their own and other's personal possessions, and the community in which we operate, and to keep their living environment healthy and enjoyable for all. Participant hereby agrees to abide by all the rules and regulations of Odyssey. Odyssey reserves the right to dismiss any participant from the program that the staff believe to be a safety concern, medical risk, is disruptive, or behaves in a manner they consider to be detrimental to the program. Examples of behaviors that may be considered disruptive include the use or possession of illegal drugs, tobacco or alcohol, sexual activity, the use of foul language, excessive homesickness, and theft. Participant and parent/s understand that no refund of deposit or tuition will be made upon withdrawal from the program for any reason. Odyssey reserves the right to undertake reasonable searches to ensure compliance with its rules. Participants must sleep where designated and respect off-limits sections of the vessels. There may not be excessive displays of affection or any sexual activity between participants. It is expressly forbidden for participants to use or possess tobacco products, alcoholic beverages, non-prescription drugs or drug paraphernalia. Those who violate these rules on drugs, alcohol or tobacco during the Odyssey voyage, or while in transit to/from the voyage, as well as those who remain in the company of anyone violating these rules, are sent home immediately

Responsibility Notice

The directors and staff of Odyssey endeavor to make each voyage not only educational, but personally rewarding for its participants. Participant and parent/s recognize that many factors are not within the control of Odyssey such as weather, government actions, mechanical failures, or force of nature. Odyssey acts as participants agent only and does not assume any responsibility for participant with respect to any injury, illness, loss, damage, accident, delay, death, or other unforeseen event regardless of the cause. Odyssey shall provide a full refund of deposit and tuition paid in the event of a voyage cancellation but shall have no other responsibility or obligation in such event. The particular itinerary, equipment, staff, activities, and destinations may be changed at any time by an Odyssey program director in the best interest of the program, and no notice of any changes nor obligation to any party shall be made in the event of any such changes.

Liability Release

In consideration of Odyssey permitting participant on a voyage, participant and parent/s hereby release, discharge and hold Odyssey, its directors, officers, agents, employees, contractors, members and invitees harmless from any and all liability for loss, damage, and expenses resulting from illness, injury to, or death sustained by participant, and/or loss or damage to participants property, arising directly or indirectly out of voyage activity participation (including, but not limited to SCUBA diving, sailing, sea kayaking, water-skiing, hiking, and transport by plane, auto, boat, and foot). Participant and parent/s hereby fully acknowledge understanding that all of the foregoing activities contain true potential risks that could result in illness, injury, or death due to a variety of causes including the forces of nature, fire, negligence and any other unforeseen events at any time en route to, from, and during a voyage. Participant and parent/s assume full personal responsibility for all risks of illness, injury, or death.

Photo Release

Permission is hereby given for Odyssey Expeditions Corp. and its designees to use for any reason any photographs/ statements/ articles/ music/ art/ video taken of or produced by participant during a voyage.

This Agreement

This terms of agreement is a contract that shall be considered entered into in Florida and Florida law shall govern any action or proceedings brought about, which shall only be brought in a Florida state court of competent jurisdiction in Pinellas County, Florida. All parties fully waive any rights to bring about any action or proceeding in federal court and any right to a jury trial in any action under this contract or resulting from it. If the federal court provision is held invalid, any action or proceeding that is brought about in federal court shall only be brought in the District Court of the Middle District of Florida. Should Odyssey or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, participant and parent/s agree to indemnify and hold them harmless for all fees and Participant and parent/s represent that costs. he/she/they has/have full authority to enroll the participant and to authorize participation in activities and medical care and to contract as aforesaid. If Odyssey is at any time challenged or sued in any manner by the other parent/ custodian/ guardian of a participant, the contracting parent/s agree to indemnify Odyssey from any and all liability in connection with Odyssey's performance under this contract. If any element of this agreement shall be deemed unenforceable, the remainder shall remain in effect. I understand that this contract is a release from liability for Odyssey and I hereby agree that this is a contract that shall be binding upon myself as well as my family, heirs and administrators. I fully comprehend and understand the contents of this contract and liability release and I sign it on my own free will. This contract will be valid when received and accepted by Odyssey with the deposit.

Date



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DECLARATION OF ODYSSEY EXPEDITIONS CORP ACTIVITIES AND RISKS

Odyssey Expeditions Corp activities have inherent risks, many of which cannot be eliminated without destroying the unique character of the activities. These risks, inherent and otherwise, can cause loss or damage to Students' equipment, accidental injury, illness, or in potentially extreme cases trauma, disability or death. The following document describes some of these risks:

IF THE STUDENT IS A MINOR AT ANY TIME DURING THE PROGRAM, THE STATE OF FLORIDA REQUIRES THAT THE FOLLOWING STATEMENT IS PRINTED IN UPPERCASE TYPE, AT LEAST 5 POINTS LARGER THAN, AND CLEARLY DISTINGUISHABLE FROM THE REST OF THE TEXT OF THE WAVER OR RELEASE. THIS IS IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 744.301 FLORIDA STATUTES.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ODYSSEY EXPEDITIONS CORP., USES REASONABLE CARE IN PROVIDING THESE ACTIVITIES, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THESE ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THESE ACTIVITIES WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THE MEDICAL AND LIABILITY RELEASE AGREEMENT YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ODYSSEY EXPEDITIONS CORP. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THESE ACTIVITIES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THE FORM, AND ODYSSEY EXPEDITIONS CORP. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Odyssey Expeditions Corp. programs are conducted internationally, primarily at sea, in the British Virgin Islands, St Lucia, St Vincent, the Grenadines, and Grenada. Some activities may be conducted onshore, including in urban or rustic village settings. Programs will use chartered and rented sail and motor vessels of various sizes and capabilities.

Activities vary from program to program and include the following:

1) Water sports activities include sailing, scuba and snorkeling, swimming, waterskiing, wakeboarding, kayaking and operating small, motorized watercraft. In many programs, students will be subject to the risks of living and working on and otherwise moving about ocean-going vessels and other watercraft. Shipboard duties including raising, lowering and handling of sails; easing and grinding of working lines under load on winches and purchase systems; handling anchor lines, anchor chains and anchors; handling lines leading to small craft in tow from the deck of the vessel; cooking on gas stoves; cleaning of galley ware, common spaces, cabins and bathrooms.

2) Shore activities include transportation to and from activities and airports by way of airplane, taxi, train, public bus or rented vehicle. Other shore activities include exploring local cities, towns and villages during free time, hiking, zip lining and horseback riding.

3) Environmental service projects occur both onshore and offshore and may expose Students to risks ordinarily associated with beach cleanup, animal habitat cleanup, spearing poisonous invasive lionfish, and conducting organism surveys in- and underwater. Many of the activities include interaction with local populations.

Odyssey Expeditions Corp. activities occur in both urban and remote settings, often in less developed areas than in the US, perhaps many hours from medical care and facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.

Travel onshore may be over rugged unpredictable terrain, including unimproved and rough roads and trails, and, at sea, rough water, ocean waves and reefs may be encountered. Attendant risks include collision, falling, capsizing, drowning and others associated with such travel, as well as environmental risks. Decisions made by Staff and other Students, perhaps in a remote setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment.

Environmental risks and hazards include those associated with water travel, on large and small craft, including slipping, falling and tripping on sometimes wet surfaces, and falling overboard; the unpredictable forces of nature, including weather which may change to extreme conditions without notice. Other risks include injuries, bruises, strains and breaks, becoming exposed to infectious bacterial and/or viral diseases, water immersion and drowning, exposure to the sun and other elements, and other mild or serious conditions.

In certain environments, Students may be exposed to the conduct of third persons not associated with Odyssey Expeditions Corp. and whose conduct is not controlled by Odyssey Expeditions Corp.. The supervision provided by Odyssey Expeditions Corp. in the various environments in which it operates cannot be constant or total, and Students must accept responsibilities for managing the risks to which they may be exposed.

Students in foreign urban and other environments may be exposed to animals, bugs and insects, diseases and infections, laws and legal systems and standards of medical care not common to the United States. In addition, these programs may be subject to dangerous road travel, political unrest, riots and demonstrations, and criminal conduct, including thievery and drug related activities, and other conditions and occurrences with which Students may not be familiar.

Odyssey Expeditions Corp. has contracted with independent contractors for the performance of certain services including ground transportation, Sunsail / Moorings / Footloose for the yacht charter. These contractors - not Odyssey Expeditions Corp. - are responsible for their activities. Some, including PADI, may require execution of certain documents, including releases of claims against them. Such documents pertain to those contractors - not to Odyssey Expeditions Corp.. Odyssey Expeditions Corp. is seeking in this, its Declaration of Activities and Risks, an assumption of the program's risks and other protection from liability, on its own behalf.

The description above of the risks of Odyssey Expeditions Corp. activities is not complete and other unknown or unanticipated risks may result in property loss, injury or death. Engaging in these activities may require a degree of skill and knowledge different from other activities with which Students may be more familiar. Students have responsibilities for managing the risks to themselves and others. The Staff of Odyssey Expeditions Corp. has been available to more fully explain to Students and their families the nature and physical demands of these activities and the inherent and other risks associated with the program. Student and Parent acknowledge that participation in the program is purely voluntary, and with full knowledge of the inherent and other risks.

MEDICAL AND LIABILITY RELEASE AGREEMENT

In consideration of the services of Odyssey Expeditions Corp., I understand and agree as follows:

Odyssey Expeditions Corp. Activities and Risks: Odyssey Expeditions Corp. activities have inherent risks, many of which cannot be eliminated without destroying the unique character of the activities. These risks can cause loss or damage to a Student's equipment or person, including in potentially extreme cases, disability or death. The activities and risks are described, in part, in the "Declaration of Odyssey Expeditions Corp. Activities and Risks" available preceding and that is available for download on the Odyssey Expeditions website at www.OdysseyExpeditions.com/risks or call us for a copy. This Declaration must be read and understood by the Student and Parent.

Assumption of Risks: I understand the nature of the activities and the risks described in the Declaration of Odyssey Expeditions Corp. Activities and Risks, and that other risks may be encountered that are not described in the declaration; and I assume ALL risks of enrolling and participating in the activities of Odyssey Expeditions Corp., including the negligence of Odyssey Expeditions Corp.. If the participant is a minor, Parent has discussed the activities and risks with the minor who chooses to participate. Except as otherwise expressly provided herein, I take responsibility for any injury or loss, including death, that I may suffer arising in whole or in part out of enrollment or participation in the activities of Odyssey Expeditions Corp..

Release and Indemnity: I release and discharge (agreeing to make no claims, and not to sue) Odyssey Expeditions Corp., its owners, employees, trustees, officers and directors, and the owners and operators of any vessel on which the programs are conducted (individually and collectively referred to as Released Parties) from all claims of injury or loss that I may suffer arising out of or in any way connected with enrollment or participation in an activity of Odyssey Expeditions Corp., including the negligence of Odyssey Expeditions Corp.. I indemnify the Released Parties from any claim or demand brought at any time by the minor child, or me, or anyone else, arising out of or in any way related to the enrollment or participation in an activity of Odyssey Expeditions Corp., including the negligence of Odyssey Expeditions Corp.. I understand that Florida law may limit my authority to execute a pre-injury release. I make the release and indemnity only to the extent that Florida law permits.

Additional Provisions: I verify that Student is physically and mentally capable of participating in his or her program, without causing harm to himself, herself, or others and, prior to the commencement of the program, Odyssey Expeditions Corp. will be informed of all past or current physical or psychological conditions that might adversely affect participation in program activities. In case of a medical emergency, Odyssey Expeditions Corp. is authorized to administer first aid and to engage the services of a physician, dentist, or hospital. The physician or dentist selected may hospitalize, secure proper treatment for, and order injection, anesthesia, or surgery for the Student. Odyssey Expeditions Corp. and any third-party medical care provider are authorized to exchange pertinent medical information. Reasonable efforts will be made to contact Parent or Emergency Contact if a medical emergency or serious illness occurs. The cost of all medical services and any costs incurred by Odyssey Expeditions Corp. staff while accompanying the Student, including lodging, transportation and costs related to rejoining the group shall be paid by the Student or Parent. Student and Parent authorize Odyssey Expeditions Corp. and parties designated by Odyssey Expeditions Corp. to use photos, videos, recordings, statements and written reports, that may include the Student, in any manner Odyssey Expeditions Corp. chooses for advertising, display, education, audiovisual or other use. If Student or Parent has any dispute with Odyssey Expeditions Corp. or other Released Party that cannot be settled through discussion between the parties, they will attempt to settle the dispute by mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by Florida courts as qualified mediators. This contract shall be governed by Florida law in any action brought under it or as a result of it or because of its existence. This contract shall not be construed for or against a party because that party wrote it. The venue of any action or proceeding brought under this contract or resulting from it shall be brought only in a state court of competent jurisdiction in Pinellas County, Florida. The parties waive any right to bring an action or proceeding in any federal court. If this waiver is held invalid for any reason, then any action or proceeding brought in federal court shall be brought only in the District Court for the Middle District of Florida. The parties waive any right to a jury trial in any action or proceeding under this contract or resulting from it, whether for breach of contract, negligence, tort, products liability, strict liability or any other legal theory of a cause of action. No party against whom an action is brought under this contract shall be liable for consequential or punitive damages. I agree that the foregoing agreement shall be binding upon me personally as well as upon my heirs, personal representatives, and all members of my family. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me and Odyssey Expeditions Corp. and its affiliated organizations and signs it of my own free will. This contract becomes valid once the deposit has been accepted by Odyssey Expeditions Corp.. Adult Student or Parent will pay all costs and attorney fees incurred by Odyssey Expeditions Corp. or other Released Party in defending a claim or demand if Odyssey Expeditions Corp. prevails. Student, including minor Student and Parent have read, understand, acknowledge and accept the Declaration of Odyssey Expeditions Corp. Activities and Risks as well as all terms and conditions stated herein and agree that this agreement shall, to the fullest extent allowed by law, be binding on each of them, their respective heirs, assigns and personal representatives.



LIABILITY INDEMNIFICATION AGREEMENT

This document must be signed and returned. The Moorings or SunSail, Odyseey Expeditions' yacht supplier, requires that this form be signed by all participants and if participant is under the age of 18 to be signed also by parent or legal guardian.

Head Charterer Name : Odyssey Expeditions Corp.

The undersigned hereby agrees to indemnify and hold The Moorings or Sunsail, its insurers, affiliates and employees harmless for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks, or other equipment such as scuba equipment, the abuse of drugs, consumption of alcohol, unauthorized night sailing or motoring, sailing or motoring in areas designated as hazardous by The Moorings or Sunsail. This waiver excludes any injury caused by deficient equipment. All passengers are considered guests of the charterer, who is responsible for the safety and well-being of charterer and all guests.

StudentSignature	Date
Parent	Date
or Legal Guardian	MM/DD/YYYY

C235/12-02



Non-Agency Disclosure and Acknowledgment Agreement

In European Union and European Free Trade Association countries use alternative form.

Please read carefully and fill in all blanks before signing.

Odyssey Expeditions Corp & The Moorings/Sunsail

I understand and agree that PADI Members ("Members"), including

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>Odyssey Expeditions Corp/& The Moorings/Sunsail</u> and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

In European Union and European Free Trade Association countries use alternative form.

Please read carefully and fill in all blanks before signing.

I, ______ Participant Name______, hereby affirm that I am 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; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for training and for certification 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 such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither my instructor(s), Jason Buchheim, Jon Buchheim

the facility through which I receive my instruction, <u>Odyssey Expeditions Corp & The Moorings/Sunsail</u>, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors 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 diving program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this course (and optional Adventure Dive), hereinafter referred to as "program," I hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall me while I am a participant in this program including, but not limited to, the academics, confined water and/or open water activities.

I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this program including both claims arising during the program or after I receive my certification. I also 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, 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 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 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.

Participant Name

BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, Jason Buchheim, Jon Buchheim , THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, Odyssey Expeditions Corp & the Moorings/Sunsail , AND 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 NEGLI-GENCE 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 ACKNOWLDGE-MENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date (Month/Day/Year

Signature of Parent or Guardian (where applicable)

Product No. 10072 (Rev. 10/16) Version 4.03



Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form Continuing Education Administrative Document

NOTE: Also complete and attach the Diver Medical Form (Product No. 10346)

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgment and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian.

understand that as a diver I should:

- 1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity, and refer to my course materials to stay current and refresh myself on important information.
- 2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave or technical diving unless specifically trained to do so.
- 3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Have a buoyancy control device, low-pressure buoyancy control inflation system, submersible pressure gauge and alternate air source and dive planning/ monitoring device (dive computer, RDP/dive tables—whichever you are trained to use) when scuba diving. Deny use of my equipment to uncertified divers.
- 4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities. Recognize that additional training is recommended for participation in specialty diving activities, in other geographic areas and after periods of inactivity that exceed six months.

- 5. Adhere to the buddy system throughout every dive. Plan dives including communications, procedures for reuniting in case of separation and emergency procedures with my buddy.
- 6. Be proficient in dive planning (dive computer or dive table use). Make all dives no decompression dives and allow a margin of safety. Have a means to monitor depth and time underwater. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 18 metres/60 feet per minute. Be a SAFE diver Slowly Ascend From Every dive. Make a safety stop as an added precaution, usually at 5 metres/15 feet for three minutes or longer.
- 7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while underwater. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving. Carry at least one surface signaling device (such as signal tube, whistle, mirror).
- 8. Breathe properly for diving. Never breath-hold or skipbreathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and underwater and dive within my limitations.
- 9. Use a boat, float or other surface support station, whenever feasible.
- 10. Know and obey local dive laws and regulations, including fish and game and dive flag laws. I have read the above statements and have had any questions answered to my satisfaction.

I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when diving.

NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT

I understand and agree that PADI Members ("Members"), including <u>Odyssey Expeditions Corp & The Moorings/Sunsail</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

Odyssey Expeditions Corp & The Moorings/Sunsail

______ and/or the instructors and divemasters associated with the activity.

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

, hereby

affirm that I am 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; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for training and for certification 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 such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand this Liability Release and Assumption of Risk Agreement (Agreement) hereby encompasses and applies to all diver training activities and courses in which I choose to participate. These activities and courses may include, but are not limited to, altitude, boat, cavern, AWARE, deep, enriched air, photography/videography, diver propulsion vehicle, drift, dry suit, ice, multilevel, night, peak performance buoyancy, search & recovery, rebreather, underwater naturalist, navigator, wreck, adventure diver, rescue diver and other distinctive specialties (hereinafter "Programs").

I understand and agree that neither my instructor(s), divemasters(s), the facility which provides the Programs

<u>Odyssey Expeditions Corp & The Moorings/Sunsail</u> nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors 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 the Programs or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in the Programs, I hereby personally assume all risks of the Programs, whether foreseen or unforeseen, that may befall me while I am a participant in the Programs including, but not limited to, the academics, confined water and/or open water activities. I further release, exempt and hold harmless said Programs and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this program including both claims arising during the program or after I receive my certification(s).

I understand that past or present medical conditions may be contraindicative to my participation in the Programs. I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I affirm it is my responsibility to inform my instructor of any and all changes to my health condition at any time during my participation in the Programs and agree to accept responsibility for my failure to do so.

I also 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, 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 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 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 hereby state and agree this Agreement will be effective for all activities associated with the Programs in which I participate within one year from the date on which I sign this Agreement.

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, _______BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, DIVEMASTERS, THE FACILITY WHICH OFFERS THE PROGRAMS 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 NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, DIVER MEDICAL AND STANDARD SAFE DIVING PRACTICES STATEMENT OF UNDERSTANDING BY READING THEM BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date (Month/ Day/Year)



Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form **DIVER ACTIVITIES**

Note: If you are not yet a certified SCUBA diver, this form will take effect during your voyage after completion of your PADI Open Water Diver certification training. YES - Sign this form

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>Odyssey Expeditions Corp & The Moorings/Sunsail</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 the entities listed above and/or the instructors and divermasters associated with the activity.

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, <u>diver name</u>, hereby affirm that I am a certified scuba diver trained in safe dive practices, or a student diver under the control and supervision of a certified scuba instructor. I know that skin diving, freediving and scuba diving have inherent risks including those risks associated with boat travel to and from the dive site (hereinafter "Excursion"), 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 acknowledge this Excursion includes risks of slipping or falling while on board the boat, 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. I further understand that the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber. I still choose to proceed with the Excursion in spite of the absence of a recompression chamber in proximity to the dive site(s).

I understand and agree that neither <u>Odyssey Expeditions Corp & The Moorings/Sunsail</u>; nor the dive professional(s) who may be present at the dive site, nor PADI Americas, Inc., nor any of their 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 the Excursion as a result of my participation in the 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 for the Excursion. I further state that I will not participate in the Excursion if I am 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 the 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. I am aware 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).

If diving from a boat, I will be present at and attentive to the briefing given by the boat crew. If there is anything I do not understand I will notify the boat crew or captain immediately. I acknowledge it is my responsibility to plan my dives as no-decompression dives, and within parameters that allow me to make a safety stop before ascending to the surface, arriving on board the vessel with gas remaining in my cylinder as a measure of safety. If I become distressed on the surface I will immediately drop my weights and inflate my BCD (orally or with low pressure inflator) to establish buoyancy on the surface.



Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form **DIVER ACTIVITIES**

I am aware safe dive practices recommend a refresher or guided orientation dive following a period of diving inactivity. I understand such refresher/guided dive is available for an additional fee. If I choose not to follow this recommendation I will not hold the Released Parties responsible for my decision.

I acknowledge Released Parties may provide an in-water guide (hereinafter "Guide") during the Excursion. The Guide is present to assist in navigation during the dive and identifying local flora and fauna. If I choose to dive with the Guide I acknowledge it is my responsibility to stay in proximity to the Guide during the dive. I assume all risks associated with my choice whether to dive in proximity to the Guide. I acknowledge my participation in diving is at my own risk and peril.

I affirm it is my responsibility to inspect all of the equipment I will be using prior to the leaving the dock for the Excursion and that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I acknowledge Released Parties have made no representation to me, implied or otherwise, that they or their crew can or will perform affective rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold the Released Parties, their crew, dive boats or passengers responsible for their actions in attempting the performance of rescue or first aid.

I hereby state and agree that this Agreement will be effective for all Excursions in which I participate for one (1) year from the date on which I sign this Agreement.

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.

I, _______, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES 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 ACKNOWLEDGMENT 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 (Month/ Day/Year

 Signature of Parent of Guardian (where applicable)
 Date (Month/ Day/Year)

 Diver Accident Insurance?
 NO
 YES
 Policy Number ______

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>Odyssey Expeditions Corp & The Moorings/Sunsail</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>Odyssey Expeditions:Corp.& The Moorings/Sunsail</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

(page 2)

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.

Participant's Signature

Date (Month/ Day/Year)

					F
Signature of F	Deremt er	Cuerdian	/who we	annliaghta)	
Signature of r		Guardian	(where	applicaple)	i

Date (Month/ Day/Year)

Diver Accident Insurance? □ NO □ YES

Policy Number

TRAVEL AND EXCURSIONS

Please read carefully and fill in all blanks before signing.

Non-Agency Disclosure and Acknowledgment Agreement

Odyssey Expeditions Corp &

I understand and agree that PADI Members ("Members"), including <u>The Moorings/Sunsail</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>Odyssey Expeditions Corp &</u> and/or the instructors and divemasters associated with the activity.

The Moorings/Sunsail

Liability Release and Assumption of Risk Agreement

I, ________, hereby affirm I am voluntarily engaging in the recreational activities planned for my trip to _Odyssey Expeditions Corp & The Moorings/Sunsail ______, which activities may include, but are not limited to, scuba diving, snorkeling, boating and <u>water sports, hiking, zipline tour</u>. If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, boating and other activities in which I choose to participate.

I understand and agree that neither <u>Odyssey Expeditions Corp & The Moorings/Sunsail</u>, nor PADI Americas, Inc., nor its affiliate or subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties,") may be held liable or responsible in any way for any occurrence on this trip which may result in personal injury, property damage or wrongful death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this Liability Release 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 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, _______, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, 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 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 (Month/ Day/Year)

Signature of Parent of Guardian (where applicable)

Date (Month/ Day/Year

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

EQUIPMENT RENTAL AGREEMENT

Please read carefully and fill in all blanks before signing.

THIS AGREEMENT is entered into between Odyssey Expeditions. Corp. & Moorings/Sunsail and rentor, for the rental of scuba and/or skin diving equipment. This AGREEMENT is a release of my rights and the rights of my heirs, assigns or beneficiaries to sue for injuries or death resulting from the rental and/or use of this equipment. I personally assume all risks of skin and/or scuba diving, whether foreseen or unforeseen, related in any way to the rental and/or use of this equipment.

Non-Agency Disclosure and Acknowledgment Agreement

Odyssey Expeditions Corp &

I understand and agree that PADI Members ("Members"), including <u>The Moorings/Sunsailort</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>Odyssey Expeditions.Corp &</u> and/ The Moorings/Sunsail

Liability Release and Assumption of Risk Agreement

I understand and agree that <u>Odyssey Expeditions Corp & The Moorings/Sunsail</u>, and its employees, owners, officers, contractor, assigns or agents (hereinafter referred to as "Released Parties"), shall not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

I hereby acknowledge receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving I affirm I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

I affirm it is my responsibility to inspect all of the equipment and acknowledge it is in good working condition. I affirm that it is my responsibility to check both the quality and quantity of gas in any scuba tanks. I acknowledge that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I understand that skin diving and scuba diving are physically strenuous activities, that I will be exerting myself during these activities, 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 agree to reimburse the Dive Center/Resort for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment. I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

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 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, and 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, ________, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, 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 ACKNOWLDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date (Month/ Day/Year

PADI[®] EMERGENCY TREATMENT CONSENT FORM

I affirm I am the parent and/or legal guardian of	NAME OF MINOR
	NAME OF MINOR
As the parent/guardian, I hereby authorize <u>Odyssey Expeditions Co</u>	rp , Jason Buchheim, Jon Buchheim, and/or its (DIVE CENTER/RESORT/INSTRUCTOR)
agente, amplevage er aggigne, to eack mediael treatment for	
agents, employees or assigns, to seek medical treatment for	, (MINOR)
as a result of an accident or illness while under the supervision of _	(DIVE CENTER/RESORT/INSTRUCTOR)
I authorize the treatment of	, by a qualified and
	(MINOR)
licensed physician in the event of a medical emergency which, in th disfigurement, physical impairment or undue discomfort if delayed.	e opinion of the attending physician, may endanger his/her life, cause
I affirm I have read the Liability Release and Assumption of Risk quences of signing the document.	form, signed it of my own free will, and understand the legal conse-
I have fully informed myself of the contents of this Emergency Trea PARENT/GUARDIAN (PLEASE PRINT)	Atment Consent Form by reading it before I signed it.
SIGNATURE OF PARENT/GUARDIAN	HOME PHONE
ADDRESS	WORK PHONE
ADDRESS	
Specific medical allergies, medicine being taken or other conditions	physician should be aware of (if none, please write NONE):
Medical Insurance Company:	
Policy Number:	

www.padi.com



Release of Liability/Assumption of Risk/Non-Agency Acknowledgment Form

PADI FREEDIVER AND MERMAID TRAINING PROGRAMS

Please read carefully and fill in all blanks before signing.

Non-Agency Disclosure and Acknowledgment Agreement

Odyssey Expeditions Corp & I understand and agree that PADI Members ("Members"), including <u>The Moorings/Sunsail</u> and/or any individual PADI Instructors and Divemasters associated with the training program and/or activity 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 Odyssey Expeditions Corp & (store/resort name) and/or the instructors and divemasters associated with the activity. of

The Moorings/Sunsail

Liability Release and Assumption of Risk Agreement

hereby affirm that I am aware that freediving and mermaid training ١, and activities ("Programs") have inherent risks which may result in serious injury or death.

I understand and agree that neither my guide(s)/instructor(s), nor the facility through which this program is offered, Odyssey Expeditions Corp The Moorings/Sunsail _, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors 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 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 of this Program whether foreseen or unforeseen, that may befall me while I am a participant in this Program including, but not limited to, the academics, confined water and/ or open water activities.

I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this Program including both claims arising during the Program or after I receive my certification.

I understand that freediving and mermaid Programs 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, 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 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 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.

_, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY GUIDE(S)/INSTRUCTOR(S), THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION /ACTIVITY Odyssey Expeditions Corp The Moorings/Sunsail ___, AND 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

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

١,

Date (Month/ Day/Year)

Signature of Parent/Guardian (where applicable)

Date (Month/ Day/Year)

PADI Freediver Safe Diving Practices Statement of Understanding

Please read carefully before signing.

This is a statement in which you are informed of the established safe diving practices for freediving. These practices have been compiled for your review and acknowledgement and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian.

I, _

- 1. Always freedive with a trained buddy and follow established freediving buddy practices.
- 2. Not participate in open water freediving after scuba diving on the same day.
- 3. Equalize my ears and mask immediately as I descend, frequently and gently, before I feel discomfort.
- 4. Never continue descending without equalizing. If I can't equalize, return to the surface.
- 5. Never attempt a forceful and/or extended equalization. A forceful, extended equalization can cause serious, permanent injuries to ears and hearing.
- 6. Descend with my lungs full.
- 7. Freedive in good health. Never freedive with a cold or congestion.
- 8. Even if I'm a scuba diver, not take a breath from scuba at depth while freediving. An exception may be an emergency, in which case the scuba diver should share air with me as we both make a scuba ascent.
- 9. Use relaxation to extend breathhold time. Not use hyperventilation.
- 10. Increase breathhold durations gradually. Gain experience slowly.
- After descending to depth, head up well within my limits. The deeper the dive, the sooner I should head up.
- 12. Send a diver who blacked out underwater or who may have inhaled water at the surface to the hospital, even if apparently fully recovered.
- 13. For open water freediving, weight myself so that I float comfortably at the surface after exhaling.
- 14. Remove the snorkel from my mouth when I descend on a freedive.
- 15. Not exhale during the dive, except immediately before breaking the surface upon ascent so I can inhale sooner.
- 16. Upon returning to the surface, exhale passively and gently. Inhale actively and more quickly. Do this at least three times.

_____, understand that as a freediver I should:

- 17. Recover for at least three times the duration of my breathhold before starting another dive.
- 18. When ascending from a dive to depth, have my buddy escort me for the final part of my ascent.
- 19. Not start a descent until my buddy has completed recovery from a previous dive.
- 20. Follow the one-up, one-down buddy system.
- Assess conditions before a freediving session and plan my session. It is ultimately me who decides whether to go freediving. I am responsible for my own safety, so only I can make the final decision to dive.
- 22. Avoid freediving in large and rough surf.
- 23. Avoid contact with all organisms, but especially unfamiliar ones. Know the potentially hazardous ones for the area where I'm freediving.
- 24. Get a local orientation to a new freediving location and/or join a group to help learn about conditions, organisms, hazards and local procedures.
- 25. Protect myself from the sun and stay hydrated.

I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when freediving.

Participant's signature_

Date_____(Month/ Day/Year)

Parent/guardian signature ______(when applicable)

Date _____ (Month/ Day/Year)











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.

1. I have had problems with my lungs/breathing, heart, blood, or have been diagnosed with COVID-19.		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 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 anti-malarial drugs other than mefloguine/Lariam).	Yes □*	No 🗆

Participant Signature

If you answered NO to all 10 questions above, a medical evaluation is not required. Please read and agree to the participant statement below by signing and dating it.

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.)

Date (Month/ Day/Year)

Participant Name (Print)

Birthdate (Month/ Day/Year

Jason Buchheim, Jon Buchheim, Odyssey Expeditions PADI SCUBA Instructor Staff

Instructor Name (Print)

Odyssey Expeditions Corp.

Facility Name (Print)

* If you answered YES to questions 3, 5 or 10 above OR to any of the questions on page 2, please read and agree to the statement above by signing and dating it AND take all three pages of this form (Participant Questionnaire and the Physician's Evaluation Form) to your physician for a medical evaluation. Participation in a diving course requires your physician's approval.

20

(Print)

Diver Medical | Participant Questionnaire Continued

Box A – I have/have had:		
Chest surgery, heart surgery, heart valve surgery, stent placement, or a pneumothorax (collapsed lung).	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.	Yes □*	No 🗆
Recurrent bronchitis and currently coughing within the past 12 months, OR have been diagnosed with emphysema.	Yes □*	No 🗌
A diagnosis of COVID-19.	Yes □*	No 🗌
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.		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 insulin- 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 🗆

*Physician's medical evaluation required (see page 1).

Diver Medical | Physician's Evaluation Form

Participant Name		Birthdate
·	(Print)	Date (Month/ Day/Year
diving or freediving train		edical suitability to participate in recreational scuba for medical guidance on medical conditions as they part of your evaluation.
Evaluation Result		
Approved – I find no condi	tions that I consider incompatible with recrea	tional scuba diving or freediving.
□ Not approved – I find cond	itions that I consider incompatible with recrea	ational scuba diving or freediving.
	Physican's Signature	Date (mm/dd/yyyy)
Physician's Name		Specialty
-	(Print)	
Clinic/Hospital		
Address		
Phone	Email	

Physician/Clinic Stamp (optional)

Created by the <u>Diver Medical Screen Committee</u> in association with the following bodies:

The Undersea & Hyperbaric Medical Society DAN (US) DAN Europe Hyperbaric Medicine Division, University of California, San Diego