### **Welcome Aboard Release Forms**

To assist you in completing the packet of releases, we have compiled them into an Adobe PDF form. Please complete the below information and the releases that follow will be filled in for you. The releases can then be printed. Unfortunately they cannot be saved when filled out, only printed. Each form will then need your and/or parent/guardian's signatures and date.

First Name:			
Last Name:			
Date of Birth:			
	Day/Mo	nth/Year	
Age at time of	voyage:		
Voyage:			
• 0	DIS-1	DIS-2	DIS-3
	ADV-1	ADV-2	ADV-3
			PRO-3
	SEA-South	SEA-North	
Address:			
City:			
State.			<del></del>
Postal Code:_			
Corrections			
Phone:			
Bus Phone:			
FAX:			
E-Mail:			
Todays Date: Day /	Month / Year	1 1 1 1 1 1	1 1 1 1

#### Note:

- Page 1 This page, does not need to be printed or returned.
- Page 2: What to Bring, does not need to be returned.
- Page 3: Odyssey Expeditions Terms of Agreement, please return.
- Pages 4 to 9: Medical Statement, please return.
- Pages 10 to 22: PADI Releases, please return.
- Page 23: Odyssey Expeditions Code of Conduct, please return.
- Page 24: Moorings Liability Indemnification Agreement, please return.





418 Shaddock St Tarpon Springs, FL 34689 info@OdysseyExpeditions.com 352-400-4076 800-929-7749

# Pack Your Seabag!

Be sure to pack in a soft duffel bag or unframed backpack that can be folded collapsed and stored after arrival. You will have some locker room, but it is no fun to share your bunk with a suitcase.

Bring no more than the following items! LESS IS BETTER!!

Any extra gear may need to go under your mattress, and that gets lumpy!

#### PLEASE USE PERMANENT MARKER TO MARK YOUR ITEMS

✓	ITEM	✓	ITEM
	1 pair tennis shoes or lightweight trail shoes  – not hiking boots		2 Beach Towels (Thinner the better. Thinks seethru. Thick will NOT DRY and begin to smell.
	1 pr. TEVA type sport sandals that can get wet		Sleeping bag and pad (under \$20) and travel Pillow. Fleece bags are best.
	4 pair Socks		Liquid body wash/shampoo
	Underwear - Any quantity desired		Miscellaneous general toiletries and bag
	3-5 Shorts		Swim Ear drops, Sudafed, Hydrocortozone cream, Neosporin
	3-5 Swimsuits		Small Flashlight or LED head lamp
	1 Light casual evening wear for going ashore		1 Sport Water Bottle (with cap) Nalgene are good.
	5 T-shirts		1 Light backpack or knapsack
	2 pair sleep wear (extra long T-shirt OK)		1 pair Dive Booties
	1 Sweatshirt for cool nights		1 Dive Watch (analog or digital) good for +50M
	1 Sunglasses with UV protection		1 Wet suit - Shorty or full - 1mm to 3 mm
	1 Hat for sun protection		Address list for postcards
	Rain Jacket (pants optional). This does not need to be the expensive yachting type.		1 Dive Log - PADI Training Log recommended, available at your local dive shop. Be sure to have at least 30 blank pages
	SEA Voyages: 1 Windbreaker-type light jacket 1 Non aerosol insect repellant		Chapstick or similar sun block lip balm, plus two SPF20 or higher waterproof sunscreens. Do not bring oils as oils make the boat deck extremely slippery or Aerosols as most of it just blows away.

#### PLEASE NOTE:

- 1. No hair dryers or Irons Ships' power and lights are on battery!
- 2. Linens will be provided aboard.
- 3. Salt air is hard on cameras and electronics, so protect all equipment in gallon-size heavy-duty zip-lock bags. Remember extra batteries.
- 4. Please label any medications with a note advising why it is administered and at what intervals.
- 5. We supply full diving equipment. If you have your own high quality mask, snorkel and fins please bring them. We have these items available but recommend you bring your own. You are welcome to bring personal dive equipment in a separate duffel dive bag.
- 6. Cell phones may be used on travel days but are collected upon arrival.
- 7. IPods are collected upon arrival and have limited times of use.
- 8. The BVI phone system is a monopoly and they try very hard to restrict other companies' phone cards. BVI cards are available and work at around \$1.00 a minute. A SKYPE phone will be available at most BVI ports for phone calls.

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 1 st. If enrolling after April 1 st, 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.

#### **Tuition**

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, exceptional or unusual 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 non-transferable, 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 will not be permitted on the voyage.

#### **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 the return 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.

#### **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, inadequate, or insufficient.

#### **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 noncompetitive group support. Programs are geared for both teens and college students. Yacht and berth assignments are based on age. Odyssey operates multiple yachts on each voyage and groups students such that each yacht has a similar age range. Three to four 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.ipods) 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 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, 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.

#### **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 unforseen 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 unforseen 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 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.









### MEDICAL STATEMENT

Participant Record (Confidential Information)

Please read carefully before signing.

This is a statement in which you are informed of some potential risks
involved in scuba diving and of the conduct required of you during the
scuba training program. Your signature on this statement is required for
you to participate in the scuba training program offered

you to participate in the scuba training program offered
byar
located in the
Facility
city of, state of Florida.
Read this statement prior to signing it. You must complete this Medical Statement, which includes the medical questionnaire section, enroll in the scuba training program. If you are a minor, you must have this Statement signed by a parent or guardian.  Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is relatively safe. When
Divers Medical Questionnaire

established safety procedures are not followed, however, there are increased risks.

To scuba dive safely, you should not be extremely overweight or out of condition. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with coronary disease, a current cold or congestion, epilepsy, a severe medical problem or who is under the influence of alcohol or drugs should not dive. If you have asthma, heart disease, other chronic medical conditions or you are taking medications on a regular basis, you should consult your doctor and the instructor before participating in this program, and on a regular basis thereafter upon completion. You will also learn from the instructor the important safety rules regarding breathing and equalization while scuba diving. Improper use of scuba equipment can result in serious injury. You must be thoroughly instructed in its use under direct supervision of a qualified instructor to use it safely.

If you have any additional questions regarding this Medical Statement or the Medical Questionnaire section, review them with your instructor before signing.

Please answer the following questions on your past or present medical history

you, we must request that you consult with a physician prior to participating in

with a YES or NO. If you are not sure, answer YES. If any of these items apply to

scuba diving. Your instructor will supply you with an RSTC Medical Statement and

# **Divers Medical Questionnaire**To the Participant:

The purpose of this Medical Questionnaire is to find out if you should be examined by your doctor before participating in recreational diver training. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of your physician prior to engaging in dive activities.

	Could you be pregnant, or are you attempting to become pregnant?
	Are you presently taking prescription medications? (with the exception of birth control or anti-malarial)
	Are you over 45 years of age and can answer YES to one or more of the following?  • currently smoke a pipe, cigars or cigarettes  • have a high cholesterol level  • have a family history of heart attack or stroke  • are currently receiving medical care  • high blood pressure  • diabetes mellitus, even if controlled by diet alone
Have	you ever had or do you currently have
	Asthma, or wheezing with breathing, or wheezing with exercise?
	Frequent or severe attacks of hayfever or allergy?
	Frequent colds, sinusitis or bronchitis?
	Any form of lung disease?

Behavioral health, mental or psychological problems (Panic attack, fear of

Epilepsy, seizures, convulsions or take medications to prevent them? Recurring complicated migraine headaches or take medications to pre-

Frequent or severe suffering from motion sickness (seasick, carsick,

Blackouts or fainting (full/partial loss of consciousness)?

Guidel physic	ines for Recreational Scuba Diver's Physical Examination to take to your an.
	Dysentery or dehydration requiring medical intervention?
	Any dive accidents or decompression sickness?
	Inability to perform moderate exercise (example: walk 1.6 km/one mile within 12 mins.)?
	Head injury with loss of consciousness in the past five years?
	Recurrent back problems?
	Back or spinal surgery?
	Diabetes?
	Back, arm or leg problems following surgery, injury or fracture?
	High blood pressure or take medicine to control blood pressure?
	Heart disease?
	Heart attack?
	Angina, heart surgery or blood vessel surgery?
	Sinus surgery?
	Ear disease or surgery, hearing loss or problems with balance?
	Recurrent ear problems?
	Bleeding or other blood disorders?
	Hernia?
	Ulcers or ulcer surgery ?
	A colostomy or ileostomy?
	Recreational drug use or treatment for, or alcoholism in the past five

The information I have provided about my medical history is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health condition.

Signature Date Signature of Parent or Guardian Date

vears?

Pneumothorax (collapsed lung)?
Other chest disease or chest surgery?

closed or open spaces)?

vent them?

etc.)?

#### **STUDENT**

# Please print legibly. Name Mailing Address \_\_\_\_\_ State/Province/Region \_\_\_\_\_ City\_ Country \_\_\_ Zip/Postal Code Home Phone ( Business Phone ( FAX Email \_ Name and address of your family physician Clinic/Hospital Physician \_\_\_\_\_ Address Date of last physical examination \_\_\_\_\_ Name of examiner\_\_\_\_\_ Clinic/Hospital\_\_\_\_ Address \_ Email Phone ( Were you ever required to have a physical for diving? ☐ Yes ☐ No If so, when?\_\_\_\_\_ **PHYSICIAN** This person applying for training or is presently certified to engage in scuba (self-contained underwater breathing apparatus) diving. Your opinion of the applicant's medical fitness for scuba diving is requested. There are guidelines attached for your information and reference. **Physician's Impression** $\hfill \square$ I find no medical conditions that I consider incompatible with diving. ☐ I am unable to recommend this individual for diving. Remarks \_\_\_\_ Date \_\_\_\_ Physician's Signature or Legal Representative of Medical Practitioner Physician\_\_\_\_\_ Clinic/Hospital\_\_\_\_\_ Address \_\_\_\_\_ Email \_\_\_\_\_ Phone (

# **Guidelines for Recreational Scuba Diver's Physical Examination**

#### **Instructions to the Physician:**

Recreational **SCUBA** (Self-Contained Underwater Breathing Apparatus) can provide recreational divers with an enjoyable sport safer than many other activities. The risk of diving is increased by certain physical conditions, which the relationship to diving may not be readily obvious. Thus, it is important to screen divers for such conditions.

The RECREATIONAL SCUBA DIVER'S PHYSICAL EXAMINATION focuses on conditions that may put a diver at increased risk for decompression sickness, pulmonary overinflation syndrome with subsequent arterial gas embolization and other conditions such as loss of consciousness, which could lead to drowning. Additionally, the diver must be able to withstand some degree of cold stress, the physiological effects of immersion and the optical effects of water and have sufficient physical and mental reserves to deal with possible emergencies.

The history, review of systems and physical examination should include as a minimum the points listed below. The list of conditions that might adversely affect the diver is not all-inclusive, but contains the most commonly encountered medical problems. The brief introductions should serve as an alert to the nature of the risk posed by each medical problem.

The potential diver and his or her physician must weigh the pleasures to be had by diving against an increased risk of death or injury due to the individual's medical condition. As with any recreational activity, there are no data for diving enabling the calculation of an accurate mathematical probability of injury. Experience and physiological principles only permit a qualitative assessment of relative risk.

For the purposes of this document, **Severe Risk** implies that an individual is believed to be at substantially elevated risk of decompression sickness, pulmonary or otic barotrauma or altered consciousness with subsequent drowning, compared with the general population. The consultants involved in drafting this document would generally discourage a student with such medical problems from diving. **Relative Risk** refers to a moderate increase in risk, which in some instances may be acceptable. To make a decision as to whether diving is contraindicated for this category of medical problems, physicians must base their judgement on an assessment of the individual patient. Some medical problems which may preclude diving are **temporary** in nature or responsive to treatment, allowing the student to dive safely after they have resolved.

Diagnostic studies and specialty consultations should be obtained as indicated to determine the diver's status. A list of references is included to aid in clarifying issues that arise. Physicians and other medical professionals of the Divers Alert Network (DAN) associated with Duke University Health System are available for consultation by phone +1 919 684 2948 during normal business hours. For emergency calls, 24 hours 7 days a week, call +1 919 684 8111 or +1 919 684 4DAN (collect). Related organizations exist in other parts of the world – DAN Europe in Italy +39 039 605 7858, DAN S.E.A.P. in Australia +61 3 9886 9166 and Divers Emergency Service (DES) in Australia +61 8 8212 9242, DAN Japan +81 33590 6501 and DAN Southern Africa +27 11 242 0380. There are also a number of informative websites offering similar advice.

#### **NEUROLOGICAL**

Neurological abnormalities affecting a diver's ability to perform exercise should be assessed according to the degree of compromise. Some diving physicians feel that conditions in which there can be a waxing and waning of neurological symptoms and signs, such as migraine or demyelinating disease, contraindicate diving because an exacerbation or attack of the preexisting disease (e.g.: a migraine with aura) may be difficult to distinguish

from neurological decompression sickness. A history of head injury resulting in unconsciousness should be evaluated for risk of seizure.

#### **Relative Risk Conditions**

- Complicated Migraine Headaches whose symptoms or severity impair motor or cognitive function, neurologic manifestations
- · History of Head Injury with sequelae other than seizure
- Herniated Nucleus Pulposus
- Intracranial Tumor or Aneurysm
- Peripheral Neuropathy
- Multiple Sclerosis
- Trigeminal Neuralgia
- · History of spinal cord or brain injury

#### **Temporary Risk Condition**

History of cerebral gas embolism without residual where pulmonary air trapping has been excluded and for which there is a satisfactory explanation and some reason to believe that the probability of recurrence is low.

#### **Severe Risk Conditions**

Any abnormalities where there is a significant probability of unconsciousness, hence putting the diver at increased risk of drowning. Divers with spinal cord or brain abnormalities where perfusion is impaired may be at increased risk of decompression sickness.

#### Some conditions are as follows:

- · History of seizures other than childhood febrile seizures
- History of Transient Ischemic Attack (TIA) or Cerebrovascular Accident (CVA)
- History of Serious (Central Nervous System, Cerebral or Inner Ear) Decompression Sickness with residual deficits

# CARDIOVASCULAR SYSTEMS

#### **Relative Risk Conditions**

The diagnoses listed below potentially render the diver unable to meet the exertional performance requirements likely to be encountered in recreational diving. These conditions may lead the diver to experience cardiac ischemia and its consequences. Formalized stress testing is encouraged if there is any doubt regarding physical performance capability. The suggested minimum criteria for stress testing in such cases is at least 13 METS.\* Failure to meet the exercise criteria would be of significant concern. Conditioning and retesting may make later qualification possible. Immersion in water causes a redistribution of blood from the periphery into the central compartment, an effect that is greatest in cold water. The marked increase in cardiac preload during immersion can precipitate pulmonary edema in patients with impaired left ventricular function or significant valvular disease. The effects of immersion can mostly be gauged by an assessment of the diver's performance while swimming on the surface. A large proportion of scuba diving deaths in North America are due to coronary artery disease. Before being approved to scuba dive, individuals older than 40 years are recommended to undergo risk assessment for coronary artery disease. Formal exercise testing may be needed to assess the risk.

\* METS is a term used to describe the metabolic cost. The MET at rest is one, two METS is two times the resting level, three METS is three times the resting level, and so on. The resting energy cost (net oxygen requirement) is thus standardized. (Exercise Physiology; Clark, Prentice Hall, 1975.)

#### **Relative Risk Conditions**

- History of Coronary Artery Bypass Grafting (CABG)
- Percutaneous Balloon Angioplasty (PCTA) or Coronary Artery Disease (CAD)
- History of Myocardial Infarction
- Congestive Heart Failure
- Hypertension
- History of dysrythmias requiring medication for suppression
- Valvular Regurgitation

#### **Pacemakers**

The pathologic process that necessitated should be addressed regarding the diver's fitness to dive. In those instances where the problem necessitating pacing does not preclude diving, will the diver be able to meet the performance criteria?

\* NOTE: Pacemakers must be certified by the manufacturer as able to withstand the pressure changes involved in recreational diving.

#### **Severe Risks**

Venous emboli, commonly produced during decompression, may cross major intracardiac right-to-left shunts and enter the cerebral or spinal cord circulations causing neurological decompression illness. Hypertrophic cardiomyopathy and valvular stenosis may lead to the sudden onset of unconsciousness during exercise.

#### **PULMONARY**

Any process or lesion that impedes airflow from the lungs places the diver at risk for pulmonary overinflation with alveolar rupture and the possibility of cerebral air embolization. Many interstitial diseases predispose to spontaneous pneumothorax: Asthma (reactive airway disease), Chronic Obstructive Pulmonary Disease (COPD), cystic or cavitating lung diseases may all cause air trapping. The 1996 Undersea and Hyperbaric Medical Society (UHMS) consensus on diving and asthma indicates that for the risk of pulmonary barotrauma and decompression illness to be acceptably low, the asthmatic diver should be asymptomatic and have normal spirometry before and after an exercise test. Inhalation challenge tests (e.g.: using histamine, hypertonic saline or methacholine) are not sufficiently standardized to be interpreted in the context of scuba diving.

A pneumothorax that occurs or reoccurs while diving may be catastrophic. As the diver ascends, air trapped in the cavity expands and could produce a tension pneumothorax.

In addition to the risk of pulmonary barotrauma, respiratory disease due to either structural disorders of the lung or chest wall or neuromuscular disease may impair exercise performance. Structural disorders of the chest or abdominal wall (e.g.: prune belly), or neuromuscular disorders, may impair cough, which could be life threatening if water is aspirated. Respiratory limitation due to disease is compounded by the combined effects of immersion (causing a restrictive deficit) and the increase in gas density, which increases in proportion to the ambient pressure (causing increased airway resistance). Formal exercise testing may be helpful.

#### **Relative Risk Conditions**

- History of Asthma or Reactive Airway Disease (RAD)\*
- History of Exercise Induced Bronchospasm (EIB)\*
- History of solid, cystic or cavitating lesion\*
- Pneumothorax secondary to:
  - -Thoracic Surgery
  - -Trauma or Pleural Penetration\*
  - -Previous Overinflation Injury\*

- Obesity
- History of Immersion Pulmonary Edema Restrictive Disease\*
- Interstitial lung disease: May increase the risk of pneumothorax
- \* Spirometry should be normal before and after exercise

Active Reactive Airway Disease, Active Asthma, Exercise Induced Bronchospasm, Chronic Obstructive Pulmonary Disease or history of same with abnormal PFTs or a positive exercise challenge are concerns for diving.

#### Severe Risk Conditions

- History of spontaneous pneumothorax. Individuals who
  have experienced spontaneous pneumothorax should avoid
  diving, even after a surgical procedure designed to prevent
  recurrence (such as pleurodesis). Surgical procedures either
  do not correct the underlying lung abnormality (e.g.: pleurodesis, apical pleurectomy) or may not totally correct it (e.g.: resection of blebs or bullae).
- Impaired exercise performance due to respiratory disease.

#### GASTROINTESTINAL

#### **Temporary Risks**

As with other organ systems and disease states, a process which chronically debilitates the diver may impair exercise performance. Additionally, dive activities may take place in areas remote from medical care. The possibility of acute recurrences of disability or lethal symptoms must be considered.

#### **Temporary Risk Conditions**

- Peptic Ulcer Disease associated with pyloric obstruction or severe reflux
- Unrepaired hernias of the abdominal wall large enough to contain bowel within the hernia sac could incarcerate.

#### **Relative Risk Conditions**

- Inflammatory Bowel Disease
- Functional Bowel Disorders

#### Severe Risks

Altered anatomical relationships secondary to surgery or malformations that lead to gas trapping may cause serious problems. Gas trapped in a hollow viscous expands as the divers surfaces and can lead to rupture or, in the case of the upper GI tract, emesis. Emesis underwater may lead to drowning.

#### **Severe Risk Conditions**

- Gastric outlet obstruction of a degree sufficient to produce recurrent vomiting
- Chronic or recurrent small bowel obstruction
- · Severe gastroesophageal reflux
- Achalasia
- Paraesophageal Hernia

#### **ORTHOPAEDIC**

Relative impairment of mobility, particularly in a boat or ashore with equipment weighing up to 18 kgs/40 pounds must be assessed. Orthopaedic conditions of a degree sufficient to impair exercise performance may increase the risk.

#### **Relative Risk Conditions**

- Amputation
- Scoliosis must also assess impact on respiratory function and exercise performance.
- Aseptic Necrosis possible risk of progression due to effects of decompression (evaluate the underlying medical

cause of decompression may accelerate/escalate the progression).

#### **Temporary Risk Conditions**

Back pain

#### **HEMATOLOGICAL**

Abnormalities resulting in altered rheological properties may theoretically increase the risk of decompression sickness. Bleeding disorders could worsen the effects of otic or sinus barotrauma, and exacerbate the injury associated with inner ear or spinal cord decompression sickness. Spontaneous bleeding into the joints (e.g.: in hemophilia) may be difficult to distinguish from decompression illness.

#### **Relative Risk Conditions**

- Sickle Cell Disease
- · Polycythemia Vera
- Leukemia
- Hemophilia/Impaired Coagulation

#### **METABOLIC AND ENDOCRINOLOGICAL**

With the exception of diabetes mellitus, states of altered hormonal or metabolic function should be assessed according to their impact on the individual's ability to tolerate the moderate exercise requirement and environmental stress of sport diving. Obesity may predispose the individual to decompression sickness, can impair exercise tolerance and is a risk factor for coronary artery disease.

#### **Relative Risk Conditions**

- Hormonal Excess or Deficiency
- Obesity
- · Renal Insufficiency

#### **Severe Risk Conditions**

The potentially rapid change in level of consciousness associated with hypoglycemia in diabetics on insulin therapy or certain oral hypoglycemic medications can result in drowning. Diving is therefore generally contraindicated, unless associated with a specialized program that addresses these issues. [See "Guidelines for Recreational Diving with Diabetes" at www/wrstc.com and www.diversalertnetwork.org.]

Pregnancy: The effect of venous emboli formed during decompression on the fetus has not been thoroughly investigated. Diving is therefore not recommended during any stage of pregnancy or for women actively seeking to become pregnant.

#### **BEHAVIORAL HEALTH**

Behavioral: The diver's mental capacity and emotional make-up are important to safe diving. The student diver must have sufficient learning abilities to grasp information presented to him by his instructors, be able to safely plan and execute his own dives and react to changes around him in the underwater environment. The student's motivation to learn and his ability to deal with potentially dangerous situations are also crucial to safe scuba diving.

#### **Relative Risk Conditions**

- · Developmental delay
- · History of drug or alcohol abuse
- · History of previous psychotic episodes
- · Use of psychotropic medications

#### **Severe Risk Conditions**

 Inappropriate motivation to dive – solely to please spouse, partner or family member, to prove oneself in the face of

#### personal fears

- · Claustrophobia and agoraphobia
- · Active psychosis
- · History of untreated panic disorder
- · Drug or alcohol abuse

#### **OTOLARYNGOLOGICAL**

Equalisation of pressure must take place during ascent and descent between ambient water pressure and the external auditory canal, middle ear and paranasal sinuses. Failure of this to occur results at least in pain and in the worst case rupture of the occluded space with disabling and possible lethal consequences.

The inner ear is fluid filled and therefore noncompressible. The flexible interfaces between the middle and inner ear, the round and oval windows are, however, subject to pressure changes. Previously ruptured but healed round or oval window membranes are at increased risk of rupture due to failure to equalise pressure or due to marked overpressurisation during vigorous or explosive Valsalva manoeuvres.

The larynx and pharynx must be free of an obstruction to airflow. The laryngeal and epiglotic structure must function normally to prevent aspiration.

Mandibular and maxillary function must be capable of allowing the patient to hold a scuba mouthpiece. Individuals who have had mid-face fractures may be prone to barotrauma and rupture of the air filled cavities involved.

#### **Relative Risk Conditions**

- · Recurrent otitis externa
- · Significant obstruction of external auditory canal
- · History of significant cold injury to pinna
- · Eustachian tube dysfunction
- · Recurrent otitis media or sinusitis
- · History of TM perforation
- History of tympanoplasty
- · History of mastoidectomy
- Significant conductive or sensorineural hearing impairment
- Facial nerve paralysis not associated with barotrauma
- Full prosthedontic devices
- · History of mid-face fracture
- Unhealed oral surgery sites
- · History of head and/or neck therapeutic radiation
- · History of temperomandibular joint dysfunction
- · History of round window rupture

#### **Severe Risk Conditions**

- Monomeric TM
- Open TM perforation
- Tube myringotomy
- · History of stapedectomy
- History of ossicular chain surgery
- · History of inner ear surgery
- Facial nerve paralysis secondary to barotrauma
- · Inner ear disease other than presbycusis
- Uncorrected upper airway obstruction
- Laryngectomy or status post partial laryngectomy
- Tracheostomy
- Uncorrected laryngocele
- · History of vestibular decompression sickness

#### **BIBLIOGRAPHY/REFERENCE**

- Bennett, P. & Elliott, D (eds.)(1993). The Physiology and Medicine of Diving. 4th Ed., W.B. Saunders Company Ltd., London, England.
- Bove, A., & Davis, J. (1990). Diving Medicine. 2nd Edition, W.B. Saunders Company, Philadelphia, PA.
- Davis, J., & Bove, A. (1986). "Medical Examination of Sport Scuba Divers, Medical Seminars, Inc.," San Antonio, TX
- Dembert, M. & Keith, J. (1986). "Evaluating the Potential Pediatric Scuba Diver." AJDC, Vol. 140, November.
- Edmonds, C., Lowry, C., & Pennefether, J. (1992) .3rd ed., Diving and Subaquatic Medicine. Butterworth & Heineman Ltd., Oxford, England.
- Elliott, D. (Ed) (1994). "Medical Assessment of Fitness to Dive." Proceedings of an International Conference at the Edinburgh Conference Centre, Biomedical Seminars, Surry, England.
- "Fitness to Dive," Proceedings of the 34th Underwater & Hyperbaric Medical Society Workshop (1987) UHMS Publication Number 70(WS-FD) Bethesda, MD.

- Neuman, T. & Bove, A. (1994). "Asthma and Diving." Ann. Allergy, Vol. 73, October, O'Conner & Kelsen.
- Shilling, C. & Carlston, D. & Mathias, R. (eds) (1984). The Physician's Guide to Diving Medicine. Plennum Press, New York, NY
- Undersea and Hyperbaric Medical Society (UHMS) www.UHMS.org
- Divers Alert Network (DAN) United States, 6 West Colony Place, Durham, NC <u>www.DiversAlertNetwork.org</u>
- Divers Alert Network Europe, P.O. Box 64026 Roseto, Italy, telephone non-emergency line: weekdays office hours +39-085-893-0333, emergency line 24 hours: +39-039-605-7858
- Divers Alert Network S.E.A.P., P. O. Box 384, Ashburton, Australia, telephone 61-3-9886-9166
- Divers Emergency Service, Australia, <u>www.rah.sa.gov.au/hyper-baric</u>, telephone 61-8-8212-9242
- South Pacific Underwater Medicine Society (SPUMS), P.O. Box 190, Red Hill South, Victoria, Australia, <u>www.spums.org.au</u>
- 16. European Underwater and Baromedical Society, www.eubs.org

#### **ENDORSERS**

Paul A. Thombs, M.D., Medical Director Hyperbaric Medical Center St. Luke's Hospital, Denver, CO, USA

Peter Bennett, Ph.D., D.Sc. Professor, Anesthesiology Duke University Medical Center Durham, NC, USA pbennett@dan.duke.edu

Richard E. Moon, M.D., F.A.C.P., F.C.C.P. Departments of Anesthesiology and Pulmonary Medicine Duke University Medical Center Durham, NC, USA

Roy A. Myers, M.D. MIEMS Baltimore, MD, USA

William Clem, M.D., Hyperbaric Consultant Division Presbyterian/St. Luke's Medical Center Denver, CO, USA

John M. Alexander, M.D. Northridge Hospital Los Angeles, CA, USA

Des Gorman, B.Sc., M.B.Ch.B., F.A.C.O.M., F.A.F.O.M., Ph.D.
Professor of Medicine
University of Auckland, Auckland, NZ
d.gorman@auckland.ac.nz

Alf O. Brubakk, M.D., Ph.D.

Norwegian University of Science and Technology
Trondheim, Norway
alfb@medisin.ntnu.no

Alessandro Marroni, M.D. Director, DAN Europe Roseto, Italy Hugh Greer, M.D. Santa Barbara, CA, USA hdgblgfpl@aol.com Christopher J. Acott, M.B.B.S., Dip. D.H.M., F.A.N.Z.C.A. Physician in Charge, Diving Medicine Royal Adelaide Hospital Adelaide, SA 5000, Australia

Chris Edge, M.A., Ph.D., M.B.B.S., A.F.O.M. Nuffield Department of Anaesthetics Radcliffe Infirmary Oxford, United Kingdom cjedge@diver.demon.co.uk

Richard Vann, Ph.D. Duke University Medical Center Durham, NC, USA

Keith Van Meter, M.D., F.A.C.E.P. Assistant Clinical Professor of Surgery Tulane University School of Medicine New Orleans, LA, USA

Robert W. Goldmann, M.D. St. Luke's Hospital Milwaukee, WI, USA

Paul G. Linaweaver, M.D., F.A.C.P. Santa Barbara Medical Clinic Undersea Medical Specialist Santa Barbara, CA, USA

James Vorosmarti, M.D. 6 Orchard Way South Rockville, MD, USA

Tom S. Neuman, M.D., F.A.C.P., F.A.C.P.M. Associate Director, Emergency Medical Services Professor of Medicine and Surgery University of California at San Diego San Diego, CA, USA

Yoshihiro Mano, M.D. Professor Tokyo Medical and Dental University Tokyo, Japan y.mano.ns@tmd.ac.jp Simon Mitchell, MB.ChB., DipDHM, Ph.D. Wesley Centre for Hyperbaric Medicine Medical Director Sandford Jackson Bldg., 30 Chasely Street Auchenflower, QLD 4066 Australia smitchell@wesley.com.au

Jan Risberg, M.D., Ph.D. NUI, Norway

Karen B.Van Hoesen, M.D. Associate Clinical Professor UCSD Diving Medicine Center University of California at San Diego San Diego, CA, USA

Edmond Kay, M.D., F.A.A.F.P. Dive Physician & Asst. Clinical Prof. of Family Medicine University of Washington Seattle, WA, USA ekay@u.washington.edu

Christopher W. Dueker, TWS, M.D. Atherton, CA, USA chrisduek@aol.com

Charles E. Lehner, Ph.D.
Department of Surgical Sciences
University of Wisconsin
Madison, WI, USA
celehner@facstaff.wisc.edu

Undersea & Hyperbaric Medical Society 10531 Metropolitan Avenue Kensington, MD 20895, USA

Diver's Alert Network (DAN) 6 West Colony Place Durham, NC 27705

#### DECLARATION OF ODYSSEY EXPEDITIONS ACTIVITIES AND RISKS

Odyssey Expeditions 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 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 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 and whose conduct is not controlled by Odyssey Expeditions. The supervision provided by Odyssey Expeditions 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 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 - 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. Odyssey Expeditions. Odyssey Expeditions 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 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 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 Activities and Risks: Odyssey Expeditions 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 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 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, including the negligence of Odyssey Expeditions. 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, including the negligence of Odyssey Expeditions.

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, including the negligence of Odyssey Expeditions. 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, including the negligence of Odyssey Expeditions. 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 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 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 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 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 and parties designated by Odyssey Expeditions to use photos, videos, recordings, statements and written reports, that may include the Student, in any manner Odyssey Expeditions chooses for advertising, display, education, audiovisual or other use. If Student or Parent has any dispute with Odyssey Expeditions 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 and its affiliated organizations and sign it of my own free will. This contract becomes valid once the deposit has been accepted by Odyssey Expeditions. Adult Student or Parent will pay all costs and attorney fees incurred by Odyssey Expeditions or other Released Party in defending a claim or demand if Odyssey Expeditions prevails. Student, including minor Student and Parent have read, understand, acknowledge and accept the Declaration of Odyssey Expeditions 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.

Parent or legal guardian signature:	Date:
(Individually and on behalf of the student)	



# **GENERAL TRAINING**

Please read carefully and fill in all blanks before signing.

## **Non-Agency Disclosure and Acknowledgment Agreement**

I understand and agree that PADI Members ("Members"), including Odyssey Expeditions Corp & The Moorings and/or any individual PADI Instructors and Diversaters 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 and/or the instructors and diversaters 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 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(or(s) \_\_\_, the facility through which I receive my instruction, Odyssey Expeditions Corp & The Moorings, 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, structor(s) , THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, Odyssey Expeditions Corp & The Moorings , 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 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 Signature Date (Day/Month/Year)

Date (Day/Month/Year)



# STANDARD 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 skin and scuba diving. 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.

١,		, understand that as a diver I sho	ould:
•	(Print Nama)		

- 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 skip-breathe 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 pur-
poses 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.

Participant's Signature	Date (Day/Month/Year)
Signature of Parent or Guardian (where applicable)	Date (Day/Month/Year)



# **Continuing Education Administrative Document**

Please read carefully and fill in all blanks before signing.

### MEDICAL STATEMENT - Participant Record, (Confidential Information)

This is a statement in which you are informed of some potential risks involved in scuba diving and of the conduct required of you during the scuba training program. Your signature on this statement is required for you to participate in the scuba training program.

Read this statement prior to signing it. You must complete this Medical Statement, which includes the medical questionnaire section, to enroll in the scuba training program. In addition, if your medical condition changes at any time during your scuba programs it is important that you inform your instructor immediately. If you are a minor, you must have this Statement signed by a parent or guardian.

Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is relatively safe. When established safety procedures are not followed, however, there are increased risks.

To scuba dive safely, you should not be extremely overweight or out of condition. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with coronary disease, a current cold or congestion, epilepsy, a severe medical problem

### **Divers Medical Questionnaire**

#### To the Participant:

The purpose of this Medical Questionnaire is to find out if you should be examined by your doctor before participating in recreational diver training. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of your physician prior to engaging in dive activities.

Please answer the following questions on your past or present medical history with a YES or NO. If you are not sure, answer YES. If any of these items apply to you, we must request that you consult with a physician prior to participating in scuba diving. Your instructor will supply you with an RSTC Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to take to your physician.

Could you be pregnant, or are you attempting to become pregnant?

Are you presently taking prescription medications? (with the exception of birth control or anti-malarial)

Are you over 45 years of age and can answer YES to one or more of the following?

- currently smoke a pipe, cigars or cigarettes
- · have a high cholesterol level
- have a family history of heart attack or stroke
- are currently receiving medical care
- high blood pressure
- · diabetes mellitus, even if controlled by diet alone

#### Have you ever had or do you currently have...

	ith breathing.		

Frequent or severe attacks of hayfever or allergy?

Frequent colds, sinusitis or bronchitis?

Any form of lung disease?

Pneumothorax (collapsed lung)?

Other chest disease or chest surgery?

Behavioral health, mental or psychological problems (Panic attack, fear of closed or open spaces)?

Epilepsy, seizures, convulsions or take medications to prevent them?

Recurring complicated migraine headaches or take medications to prevent them?



High blood proceurs or take modicing to con



or who is under the influence of alcohol or drugs should not dive. If you have asthma, heart disease, other chronic medical conditions or you are taking medications on a regular basis, you should consult your doctor and the instructor before participating in this program, and on a regular basis thereafter upon completion. You will also learn from the instructor the important safety rules regarding breathing and equalization while scuba diving. Improper use of scuba equipment can result in serious injury. You must be thoroughly instructed in its use under direct supervision of a qualified instructor to use it safely.

If you have any additional questions regarding this Medical Statement or the Medical Questionnaire section, review them with your instructor before signing.

Blackoute or fainting (full/partial lose of con-

 sciousness)?	 trol blood pressure?
 Frequent or severe suffering from motion sickness (seasick, carsick, etc.)?	 Heart disease? Heart attack?
 Dysentery or dehydration requiring medical intervention?	 Angina, heart surgery or blood vessel surgery?
 Any dive accidents or decompression sickness?	 Sinus surgery?
 Inability to perform moderate exercise (example: walk 1.6 km/one mile within 12 mins.)?	 Ear disease or surgery, hearing loss or problems with balance?
 Head injury with loss of consciousness in the past five years?	 Recurrent ear problems? Bleeding or other blood disorders?
 Recurrent back problems?	 Hernia? Ulcers or ulcer surgery ?
 Back or spinal surgery? Diabetes?	 A colostomy or ileostomy?
 Back, arm or leg problems following surgery, injury or fracture?	 Recreational drug use or treatment for, or alcoholism in the past five years?

The information I have provided about my medical history is accurate to the best of my knowledge. I affirm it is my responsibility to inform my instructor of any and all changes to my medical history at any time during my participation in scuba programs. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health condition, or any changes thereto.



# **Continuing Education Administrative Document**

### **Standard Safe Diving Practices Statement of Understanding**

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 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 quardian.

I, participant name , understand that as a diver I should:

- 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.
- 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 skip-breathe 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.
- 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 Odyssey Expeditions Corp & The Moorings and/or any individual PADI Instructors and Diversaters 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 and/or the instructors and diversaters associated with the activity.



# **Continuing Education Administrative Document**

### LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

involves certain inherent risks; including but no hyperbaric/air expansion injury that require treathat the open water diving trips which are necesite that is remote, either by time or distance of proceed with such dives in spite of the possible site.  I understand this Liability Release and Assump applies to all diver training activities and courses may include, but are not limited to, altitude, box videography, diver propulsion vehicle, drift, dry search & recovery, rebreather, underwater nature distinctive specialties (hereinafter "Programs"). I understand and agree that neither my instruct Odyssey Expeditions Corp & The Moor subsidiary corporations, nor any of their respect (hereinafter referred to as "Released Parties") in death or other damages to me, my family, estat participation in the Programs or as a result of the whether passive or active.  In consideration of being allowed to participate Programs, whether foreseen or unforeseen, that including, but not limited to, the academics, co exempt and hold harmless said Programs and F	tor(s), divemasters(s),the facility which provides the Programs rings, nor PADI Americas, Inc., nor its affiliate and tive employees, officers, agents, contractors or assigns may be held liable or responsible in any way for any injury, te, heirs or assigns that may occur as a result of my he negligence of any party, including the Released Parties, in the Programs, I hereby personally assume all risks of the at may befall me while I am a participant in the Programs offined water and/or open water activities. I further release, Released Parties from any claim or lawsuit by me, my family, Iment and participation in this program including both claims	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 medical history 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 beneficiar
DIVEMASTERS, THE FACILITY WHICH OF	PERSONAL INJURY, PROPERTY DAMAGE OR WRONG	BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS  ID ALL RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY  FUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE
		CKNOWLEDGMENT AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT DING BY READING THEM BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.
Participant's Signature		Date (Day/Month/Year)
Signature of Parent or Guardian (where ap	pplicable)	Date (Day/Month/Year)

# **CERTIFIED DIVERS**

Please read carefully and fill in all blanks before signing.

### **Non-Agency Disclosure and Acknowledgment Agreement**

and/or I understand and agree that PADI Members ("Members"), including Odyssey Expeditions Corp & The Moorings any individual PADI Instructors and Divernasters 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 and/or the instructors and diversaters associated with the activity. **Liability Release and Assumption of Risk Agreement** 

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

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

I understand and agree that neither Odyssey Expeditions Corp & The Moorings \_\_\_\_, nor the dive professional(s) who may be present at the dive site, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors and assigns (hereinafter "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur during Diving activities as a result of my participation in Diving or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness for Diving. I further state that I am not under the influence of alcohol or any drugs that are contraindicated to Diving. If I am taking mediation, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that Diving is a physically strenuous activity and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s). I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns, and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

# Release of Liability/Assumption of Risk/Non-agency Acknowledgement Form **CERTIFIED DIVERS**

I. diver name	, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEAS	
Odyssey Expeditions Corp & The Moorings resort and/or vessel		
RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPO	ONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OF	
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 TH	IIS NON-AGENCY DISCLOSURE AND ACKNOWLDGEMENT AGREEMEN'	
AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIR:		
2.11.10.11		
Participant Signature	Date (Day/Month/Year)	
Signature of Parent of Guardian (where applicable)	Date (Day/Month/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 Odyssey Expedition's Corp & The Moorings 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 and/or the instructors and divemasters associated with the activity.

# **Liability Release and Assumption of Risk Agreement**

Ι,	passenger/diver	_, hereby affirm that I am a certified scuba diver
or	a student diver under the control and supervision o	f a certified scuba instructor, and that I thoroughly
ur	nderstand the hazards of scuba diving including thos	se hazards occurring during boat travel to and from
th	e dive site (hereinafter collectively referred to as "Ex	ccursion").

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 rights my heirs, assigns or beneficiaries may have to su I further represent that I have the authority to do so and estopped from claiming otherwise because of my repres	e the Released Parties resulting from my death. my heirs, assigns and beneficiaries will be
I,, BY AND RELEASE ALL THE ABOVE LISTED ENTITIES AND AND RESPONSIBILITY FOR PERSONAL INJURY, PRO DEATH, HOWEVER CAUSED, INCLUDING BUT NOT INTERPRETARIES OF THE RELEASED PARTIES, WHETH	ND/OR INDIVIDUALS FROM ALL LIABILITY DPERTY DAMAGE OR WRONGFUL LIMITED TO, PRODUCT LIABILITY OR THE
I HAVE FULLY INFORMED MYSELF AND MY HEIRS OI DISCLOSURE AND ACKNOWLEDGMENT AGREEMEN OF RISK AGREEMENT BY READING BOTH BEFORE I MY HEIRS.	T AND LIABILITY RELEASE AND ASSUMPTION
Participant's Signature	Date (Day/Month/Year)
Signature of Parent or Guardian (where applicable)	Date (Day/Month/Year)
Diver Accident Insurance? ☐ NO ☐ YES Po	olicy Number

# TRAVEL AND EXCURSIONS

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 Odyssey Expeditions Corp & The Moorings and/or any individual PADI Instructors and Diversaters 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 and/or the instructors and diversaters associated with the activity.

## **Liability Release and Assumption of Risk Agreement**

,, he	reby affirm I am voluntarily engaging in the recreational activities planned for my trip	
	, which activities may include, but are not limited to, scuba diving, snorkeling, boating 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 t	that skin and scuba diving have inherent risks which may result in serious injury or death. s involved in scuba diving, snorkeling, boating and other activities in which I choose to	
nor any of their respective employees, officers, agents, contra- responsible in any way for any occurrence on this trip which m	nor PADI Americas, Inc., nor its affiliate or subsidiary corporations, actors or assigns (hereinafter referred to as "Released Parties,") may be held liable or ay result in personal injury, property damage or wrongful death or other damages to me, of my participation in this trip or as a result of the negligence of any party, including the	
further state that I am of lawful age and legally competent to parent or guardian.	sign this Liability Release Agreement, or that I have obtained the written consent of my	
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.		
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.		
ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY N	Y THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED AMED OR NOT, FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, SED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF	
HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.		
Participant Signature	Date (Day/Month/Year)	
Signature of Parent of Guardian (where applicable)	Date (Day/Month/Year)	

# **EQUIPMENT RENTAL AGREEMENT**

Please read carefully and fill in all blanks before signing.
THIS AGREEMENT is entered into between Odyssey Expeditions Corp & The Moorings 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
I understand and agree that PADI Members ("Members"), including Odyssey Expeditions Corp & The Moorings and/or any individual PADI Instructors and Diversal 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 and/or the instructors and diversalses associated with the activity.
Liability Release and Assumption of Risk Agreement
I understand and agree that Odyssey Expeditions Corp & The Moorings , 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,
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 (day/month/year)





418 Shaddock St Tarpon Springs, FL 34689 info@OdysseyExpeditions.com 352-400-4076 800-929-7749

## **Odyssey Expeditions Code of Conduct Contract**

I, as a valiant crew member of Odyssey Expeditions Tropical Marine Biology Voyage, hereby state that my word is important to me, that I understand that my word is a measure of my honesty and truthfulness, and is the primary measure by which others can judge my integrity. I understand that others may not know my true intentions or meanings when I give my word on something, by my word is the only means I have to communicate to others my honesty and intentions; therefore, I feel it is very important to maintain the high status of my word.

I understand that Odyssey Expeditions Corp. works only with individuals with high intentions and integrity, with a strong value of their word. Odyssey Expeditions Corp. does not tolerate individuals whose word does not have value and meaning to them, or who break their word.

I do hereby give my word that I will not use, purchase, or possess any illegal drugs, tobacco products, or alcoholic beverages nor remain in association with those that are using, purchasing or in possession of illegal drugs, tobacco products, or alcoholic beverages at any time during, en route to, and returning from an Odyssey Expeditions. I give my word that I will not tease, torment, haze, hinder, steal from, violate, invade the privacy of, intentionally damage the property of, or in any other way make this voyage intolerable for any of my fellow crewmembers. I will not use foul language or speak profanities. I will not exhibit any excessive displays of affection.

I do hereby further give my word that I will keep in touch with my parent(s) or guardian at least once a week. I will keep my living space sanitary and my personal belongings stowed in my cabin when not in use. I will stay within designated program areas. I will adhere to a "buddy system" while diving and on all shore based excursions. I will perform my onboard responsibilities punctually and satisfactorily. I will follow directives given to me by my captain or program director.

I understand that if I break my word, I will no longer be welcome aboard an Odyssey Expeditions vessel and will have to bear the expense of my early return home.

Student Signature	
Date	



# LIABILITY INDEMNIFICATION AGREEMENT

This document must be signed and returned. The Moorings, 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, 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. 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.

Student	Date
Signature	
Parent	Date
or Legal Guardian	