



# STANDARD SAFE DIVING PRACTICES STATEMENT OF UNDERSTANDING

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**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.

I, \_\_\_\_\_, understand that as a diver I should:  
(Print Name)

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 – **S**lowly **A**scend **F**rom **E**very 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 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.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)



# STUDENT

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**Please print legibly.**

Name \_\_\_\_\_ Birth Date \_\_\_\_\_ Age \_\_\_\_\_  
First Initial Last Day/Month/Year

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State/Province/Region \_\_\_\_\_

Country \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_ Business Phone ( ) \_\_\_\_\_

Email \_\_\_\_\_ FAX \_\_\_\_\_

## **Name and address of your family physician**

Physician \_\_\_\_\_ Clinic/Hospital \_\_\_\_\_

Address \_\_\_\_\_

Date of last physical examination \_\_\_\_\_

Name of examiner \_\_\_\_\_ Clinic/Hospital \_\_\_\_\_

Address \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Email \_\_\_\_\_

Were you ever required to have a physical for diving?  Yes  No If so, when? \_\_\_\_\_

# PHYSICIAN

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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**

I find no medical conditions that I consider incompatible with diving.

I am unable to recommend this individual for diving.

**Remarks** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Physician's Signature or Legal Representative of Medical Practitioner Date Day/Month/Year

Physician \_\_\_\_\_ Clinic/Hospital \_\_\_\_\_

Address \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Email \_\_\_\_\_

# 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 dysrhythmias 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.wrsc.com](http://www.wrsc.com) and [www.diversalertnetwork.org](http://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 epiglottic 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 prosthodontic devices
- History of mid-face fracture
- Unhealed oral surgery sites
- History of head and/or neck therapeutic radiation
- History of temporomandibular 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

1. Bennett, P. & Elliott, D (eds.)(1993). *The Physiology and Medicine of Diving*. 4th Ed., W.B. Saunders Company Ltd., London, England.
2. Bove, A., & Davis, J. (1990). *Diving Medicine*. 2nd Edition, W.B. Saunders Company, Philadelphia, PA.
3. Davis, J., & Bove, A. (1986). "Medical Examination of Sport Scuba Divers, Medical Seminars, Inc.," San Antonio, TX
4. Dembert, M. & Keith, J. (1986). "Evaluating the Potential Pediatric Scuba Diver." AJDC, Vol. 140, November.
5. Edmonds, C., Lowry, C., & Pennefether, J. (1992) .3rd ed., *Diving and Subaquatic Medicine*. Butterworth & Heineman Ltd., Oxford, England.
6. Elliott, D. (Ed) (1994). "Medical Assessment of Fitness to Dive." Proceedings of an International Conference at the Edinburgh Conference Centre, Biomedical Seminars, Surry, England.
7. "Fitness to Dive," Proceedings of the 34th Underwater & Hyperbaric Medical Society Workshop (1987) UHMS Publication Number 70(WS-FD) Bethesda, MD.
8. Neuman, T. & Bove, A. (1994). "Asthma and Diving." Ann. Allergy, Vol. 73, October, O'Conner & Kelsen.
9. Shilling, C. & Carlston, D. & Mathias, R. (eds) (1984). *The Physician's Guide to Diving Medicine*. Plenum Press, New York, NY.
10. Undersea and Hyperbaric Medical Society (UHMS) [www.UHMS.org](http://www.UHMS.org)
11. Divers Alert Network (DAN) United States, 6 West Colony Place, Durham, NC [www.DiversAlertNetwork.org](http://www.DiversAlertNetwork.org)
12. 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
13. Divers Alert Network S.E.A.P., P. O. Box 384, Ashburton, Australia, telephone 61-3-9886-9166
14. Divers Emergency Service, Australia, [www.rah.sa.gov.au/hyperbaric](http://www.rah.sa.gov.au/hyperbaric), telephone 61-8-8212-9242
15. South Pacific Underwater Medicine Society (SPUMS), P.O. Box 190, Red Hill South, Victoria, Australia, [www.spums.org.au](http://www.spums.org.au)
16. European Underwater and Baromedical Society, [www.eubs.org](http://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](mailto: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](mailto:d.gorman@auckland.ac.nz)

Alf O. Brubakk, M.D., Ph.D.  
Norwegian University of Science and Technology  
Trondheim, Norway  
[alfb@medisin.ntnu.no](mailto:alfb@medisin.ntnu.no)

Alessandro Marroni, M.D.  
Director, DAN Europe  
Roseto, Italy  
Hugh Greer, M.D.  
Santa Barbara, CA, USA  
[hdgblgfp@aol.com](mailto:hdgblgfp@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](mailto: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](mailto: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](mailto: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](mailto:ekay@u.washington.edu)

Christopher W. Dueker, TWS, M.D.  
Atherton, CA, USA  
[chrisduek@aol.com](mailto:chrisduek@aol.com)

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



# 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 \_\_\_\_\_ store/resort and/or any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc, or its parent, subsidiary and affiliated corporations ("PADI"). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members' business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of \_\_\_\_\_ store/resort and/or the instructors and divemasters associated with the activity.

## Liability Release and Assumption of Risk Agreement

I, \_\_\_\_\_ participant name, hereby 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), \_\_\_\_\_ instructor(s), the facility through which I receive my instruction, \_\_\_\_\_ store/resort, 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.

I, \_\_\_\_\_ participant name, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, \_\_\_\_\_ instructor(s), THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, \_\_\_\_\_ store/resort, 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 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) \_\_\_\_\_



**HOMESTEAD CRATER INC. FACILITY WAIVER  
WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF THE RISK,  
RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT**

Swim/Soak/Snorkel  
 Scuba Diving or Dive Certification  
 Paddleboard Yoga

*(Please Check ONE that applies)*

**Please be aware: by signing this document you are waiving certain legal rights, including the right to sue.  
Please read and be certain you understand the implications of signing this document.**

\_\_\_\_\_  
Dive Certification # OR Student

I, \_\_\_\_\_, do hereby affirm and acknowledge the inherent hazards and risks associated with scuba diving and/or snorkeling and/or swimming and/or paddle board yoga. I fully understand that these risks can lead to severe injury and even death.

In consideration of permitting me, \_\_\_\_\_, to participate in swimming, snorkeling, scuba diving, paddle board yoga activities and/or related operations conducted by (Instructor OR "self") \_\_\_\_\_ (Dive Shop) \_\_\_\_\_ through the facility of **Homestead Crater Inc., Legacy Resorts LLC, Legacy Resorts Management LLC, Legacy Homestead LLC, Legacy Resorts Holdings LLC**. In the City of Midway, County of Wasatch, State of Utah.

I, for myself, my personal representatives, heirs and next of kin do **HEREBY** acknowledge that **SNORKELING AND/OR SCUBA DIVING AND/OR SWIMMING AND/OR PADDLEBOARD YOGA ARE POTENTIALLY DANGEROUS ACTIVITIES** and involve the risk of serious injury and/or death and/or property damage;

**HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE; Homestead Crater Inc., Legacy Resorts LLC, Legacy Resorts Management LLC, Legacy Homestead LLC, Legacy Resorts Holdings LLC**, its facility, or any of its officers, instructors, agents or employees (the Releasees) from all liability resulting in any loss or damage, and any claim or demand therefor on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in said activities, or any other relating diving operations or swimming that may occur, whether caused by the negligence of the Releasees, or otherwise;

**HEREBY EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE**, now and forever, arising out of, or related to participation in said activities, swimming, or any other related diving operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees, or otherwise;

**HEREBY** acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES** and agree that this Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by Releasees, **INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as permitted by the law of the Province or State in which the activities are conducted;

**I EXPRESSLY** agree to **INDEMNIFY** and **SAVE** and **HOLD HARMLESS** the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of swimming or arising out of, or related to, participation in said activities, or any other related diving operations, whether caused by the negligence of the Releasees, or otherwise;

If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

In executing this document, I am not relying on any oral or written representations of statements made by the releasees, other than what is set forth in this agreement.

I, \_\_\_\_\_, hereby declare that I have read the Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement and fully understand that I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and am competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent is in complete understanding and concurrence with this agreement.

Participant's Name \_\_\_\_\_ Date \_\_\_\_\_  
(PLEASE PRINT) (SIGNATURE REQUIRED)

Address of Participant \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(email addresses will NOT be shared or made public)

Witness \_\_\_\_\_ Date \_\_\_\_\_  
(PLEASE PRINT) (SIGNATURE REQUIRED)

**As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without inducement, assurance or guarantee being made to me. I intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.**

Parent's Name \_\_\_\_\_ Date \_\_\_\_\_  
(PLEASE PRINT) (SIGNATURE REQUIRED)

Guardians Name \_\_\_\_\_ Date \_\_\_\_\_  
(PLEASE PRINT) (SIGNATURE REQUIRED)

# Homestead Crater, Inc.

## Crater Activity Rules

Listed below are rules and procedures that you are required to observe when entering The Homestead Crater. We have established these rules and procedures so we can maintain the safety of our guests, and the pristine beauty of the crystal clear water and fragile limestone formations in The Crater.

### All Water Activities inside the Crater

1. I agree to complete the Waiver and Release of Liability Agreement.
2. I agree to use the restrooms prior to participating in swimming/snorkeling/scuba activities.
3. I agree not to smoke in or around the Crater tunnel.
4. I agree not to bring food or drink in the Crater or tunnel.
5. Out of consideration to other customers, unruly behavior will not be tolerated.
6. I agree to wear a flotation device and keep it **securely fastened as designed** while in the water.
7. I agree to stay away from the walls and to not touch the walls and/or formations of the Crater.
8. I agree not to jump or dive into the water from the platform or ladders.
9. I agree there is to be NO Horseplay or Rough housing in the Crater.
10. I agree to always dive/swim with my buddy (NO solo swimming, snorkeling or scuba diving).
11. I agree not to "Freedive" in the Crater (The Crater is not a "Freedive" facility).
12. I agree not to wear clothing other than swim wear (due to the large build-up of detergent in the material).
13. Homestead Crater, Inc. is not responsible for any loss, theft or damage of valuables. Please secure your valuables prior to entering the Crater.
14. Retrieval of dropped equipment to the bottom will cost \$5.00.
15. Your scheduled time is for a specific time slot. Arriving late does not allow your time to be extended into the next session.

### Scuba Diving

1. These rules supersede any information that you have been given heretofore and are in addition to the rules above. If you were told anything other than what is explained on this release, please disregard it.
2. Diving at the Homestead Crater is done at approximately 6,000-foot elevation. We recommend that you ascend at 20-feet per minute.
3. If you have not been scuba diving in the past six months and/or at high altitude and in water approximately 96°, we strongly recommend a Scuba Skills Update with one of our instructors.
4. No diving alone (a dive master will dive with you for an additional \$25.00).
5. If the Crater manager feels that you do not have the necessary skills and/or experience to dive the Crater, you will be given a complete refund and encouraged to do a scuba-up date or scuba tune-up with one of our instructors.
6. No diving will be permitted under any condition without a certification card.
7. Instructors must have current liability insurance and have the: Homestead Crater, Inc., Legacy Resorts LLC, Legacy Resorts Management LLC, Legacy Homestead LLC, and Legacy Resorts Holdings LLC listed as additional insureds.
8. No underwater photography is allowed without the permission of the Crater Manager.
9. No alcoholic beverages are allowed prior to diving.
10. No diving longer than 35-minutes or deeper than 35-feet is allowed. The entire experience is easily completed in 35 minutes. Please do not make it necessary to ask you to leave the water.
11. I agree to enter the water using the sitting position entry.
12. I agree I agree to remain at least 5-feet from the walls and not to touch the walls and/or formations of the Crater.
13. I agree to stay with my "dive buddy" at all times.
14. Remember, it is not recommended that you fly in a pressurized aircraft within 24 hours of scuba diving.
15. We reserve the right to refuse anyone the right to use the water; you will be given a complete refund. This will include Crater condition, equipment shortage, safety or for any other reasons at managements discretion.

## **WARNING! No Lifeguard on Duty**

Initials: \_\_\_\_\_

*I have read and agree to follow the above rules, regulations and procedures. I understand that if I violate any of the above rules that I will leave the Crater willingly if asked to do so. NO Refunds will be given if you are asked to leave for breaking the Crater rules.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date