



House Rules / Non-Agency Disclosure and Acknowledgment Agreement

Please read carefully and fill in all fields before signing.
This is an agreement between Chang Diving Center CO.,Ltd and

Name: _____

I _____ hereby confirm that I will abide by the CDC's terms and conditions and house rules when using the equipment owned and provided by the facility, including CDC diving equipment.

I _____ take responsibility for any loss or damage that occurs.

I _____ agree to follow safe diving practices and environmental awareness. I will follow the instructions of the CDC dive staff, including the boat captain, when diving (the captain is responsible for the boat and passengers, so he has the final say on board, which includes choosing dive sites and cancelling trips for weather and safety reasons).

Any failure to follow safe diving practices or environmental awareness may result in the crew cancelling your dive. - In this case there is NO REFUND.

I _____ have read all current PRICELISTES for courses, fun dives, cancellation fees and agree to the terms and conditions.

I _____ also agree that if I am prevented or decide to cancel a course or activity, cancellation fees will be charged. If an activity of the next day is cancelled after 6:00 pm, a fee according to the cancellation fees will be charged.

I _____ understand that when I book and conduct a course, I am paying for the course, not for the certification. If the certification requirements are not met, the instructor will not certify the course.

_____ If for any reason I am unable to meet the performance requirements of the training agency (PADI, SDI, TDI), I have the option to continue with my training until the certification requirements are met. - An additional fee will be charged for continued training.

I _____ have read and understood the above points. The meaning and purpose of the rules are important to both your safety and the safety of CDC personnel.

I _____ understand and agree that PADI, SDI and TDI members ("Members"), including Chang Diving Center CO, LTD. and/or individual PADI, SDI and TDI Instructors and Divemasters associated with the program in which I am participating are licensed to use various PADI, SDI and TDI brands and to conduct PADI-, SDI and TDI training, but are not agents, employees or franchisees of PADI Americas Inc. , SDI, TDI, ERDI, PFI Americas or its parent, subsidiary and affiliate companies ("PADI, SDI, TDI")

I _____ further understand that the business activities of Members are independent and are not owned or operated by PADI, SDI or TDI, and that while PADI, SDI or TDI sets the standards for PADI, SDI or TDI diver education programs, it is not responsible for, nor has the right to control, the operation of the business activities of Members and the daily conduct of PADI, SDI or TDI programs and the supervision of divers by Members or their associated personnel.

I _____ further understand and agree on behalf of myself, my heirs and my estate that in the event of injury or death during this activity, neither I nor my estate will attempt to hold PADI, SDI or TDI liable for the actions, inaction or negligence of Chang Diving Center CO., LTD. and/or the instructors and divemasters associated with the activity.

I _____ HAVE INFORMED ME AND MY HERITAGE COMPLETELY OF THE CONTENT OF THIS NON-AUTHORIZATIONAL DISCLOSURE AND RECOGNITION AGREEMENT, WHICH I HAVE READ, BEFORE I SIGNED IT IN MY NAME AND IN THE NAME OF MY HERITAGE.

No changes, additions, omissions or revisions may be made.

Participant's Signature Date

Signature of Parent or Guardian Date

GENERAL LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK SOLO DIVER

Directions: Please read carefully, fill in all blanks and initial each paragraph before signing at bottom.
For Unguided and Unsupervised Boat Dives for Certified Divers

I _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of scuba diving activities and participation in a unguided unsupervised tour as a certified diver.

Further, I understand that diving with compressed air, oxygen enriched air (Nitrox), and trimix supplied by standard open circuit scuba or with semi-closed circuit or closed circuit rebreathers involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, hypoxia, hypercapnia, marine life injuries or other barotrauma or hyperbaric injuries. Such injuries can occur that require

treatment in a recompression chamber or medical facility. I further understand that dive activities can be at remote sites, and isolated by time and distance, from such a recompression chamber or medical facility. I still choose to proceed with such dives in spite of the absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither the captain and crew, nor the, nor any of the respective employees, officers, agents or assigns of, (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this diving activity 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 activity I hereby personally assume all risks in connection with said trip, for any harm, injury, or damage that may befall me while I am a diving participant including all risks connected therewith, whether foreseen or unforeseen.

_____ I further agree to save, defend, indemnify, and hold harmless said Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation and diving activities including claims arising during this activity even if such claims may be groundless, false or fraudulent.

_____ I also understand that diving activities are physically strenuous and that I will be exerting myself during this diving trip and that if I am injured as a result of heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, etc. that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said Released Parties for any such injuries incurred by me.

_____ I understand that these activities may place me deeper than I am able to safely execute a free ascent (without breathing gas) from.

_____ I understand that I may be required to furnish some of my own equipment and that I am responsible for its operating condition and maintenance.

_____ I understand that I may be supplied with certain items of scuba equipment and that I am responsible for reviewing its proper function and operating condition prior to using it.

_____ 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 further state that I am already a qualified and certified scuba diver from the following training agencies: _____, and that I hold training to the level of _____. I am aware of the required certification level and/or experience necessary and recommended to enrol in this diving activity and I stipulate that I meet those requirements for prior certification or equivalent experience. I have been a certified diver since _____ and have been diving for years _____ for a total of dives _____ to a maximum depth of ____ M.

_____ I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

Further that, I understand and agree that in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE CAPTAIN/ CREW, of Chang Diving Center CO., LTD., THE VESSEL related Chang Diving Center CO., LTD. to THE BUSINESS AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

No alterations, changes, omissions or revisions may be made.

Signature of Student/Participant (where applicable) Date: // Day / Month / Year

Signatures of Parents or Guardians Date: // Day / Month / Year

Witness Signature Date: // Day / Month / Year