| Aquatic  | Page 1 of 3<br>Salaris<br>VILMINGTON · NC   |
|--|---|
| <ul> <li>Pick your session:</li> <li>Dive Hawks 1 – Starts June 9</li> <li>Dive Hawks 2 – Starts June 16</li> <li>Dive Hawks 3 – Starts July 7</li> <li>Dive Hawks 4 – Starts July 29</li> </ul>   | Marine Quest<br>Forms Packet  |
| For:   |   |
| Given Name (What we will call you)   | Last Name   |
| <ul> <li>Instructions:</li> <li>Use Acrobat Reader to fill in forms before printing</li> <li>Please carefully read, complete, and sign each page.<br/>Signature lines are marked with green or orange arro<br/>for the student or parent to sign, respectively.</li> <li>Please keep all pages in order</li> <li>Dates are the international DD/MM/YYYY format</li> <li>Once all forms are completed and signed by both the<br/>student and parent/guardian save and e-mail forms to<br/>mqinfo@aquaticsafaris.com</li> <li>There is an additional set of PADI Digital forms in the<br/>student's PADI Portal that must be filled out when<br/>Aquatic Safaris issues the OW eLearning code to the<br/>student's email address. This includes the student's<br/>Diver Medical   Participant Questionnaire. The Medic<br/>form will instruct if the student diver needs physician's<br/>clearance before participating in the class.</li> </ul> | Sows Formal First Name MI   DOB: DAY YEAR   Month: Image: Jan Feb   Image: Image: Sep Oct Mar   Address Address |
| If you are unable to submit compLeted forms by <u>May</u> 1 <sup>st</sup> , be sure<br>to let us know! This packet must be completed and turned in to<br>Aquatic Safaris no later than a week before the start of your<br>program. Please confirm receipt and completeness prior to that<br>date. Failure to do so may impact your ability to participate in   | Relationship to Student   |
| the diving components of your Marine Quest program.  | Phone Number(s)   |



## **Photo Release Form for Minors**

Aquatic Safaris Scuba Center, Inc. 7041 Wrightsville Ave. Wilmington, NC 28403 http://www.aquaticsafaris.com/

I hereby grant to Aquatic Safaris Scuba Center, Inc. (hereby referred to as "Aquatic Safaris") the absolute and irrevocable right and unrestricted permission in respect of photographic portraits, or any pictures Aquatic Safaris had taken of me or in which I may be included with others, editorial or any other media such as film or video, to copyright the same; to re-use, publish and republish the same in whole or in part, individually or in conjunction with other photographs, and in conjunction with any printed matter, in any and all media now or hereafter known, including web pages and social networking media, and for any other purpose whatsoever, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration; from time to time, or reproductions thereof in color, black and white or otherwise made through any media.

I hereby waive any right that I may have to inspect or approve the finished products or the advertising copy or printed matter that may be used in connection there with or the use to which it may be applied.

I hereby release, discharge and agree to save harmless Aquatic Safaris, its legal representatives or assigns and all persons acting under its permission or authority, from any liability in connection with the use of the photographs, video and/or film as aforesaid or by virtue of any alteration, processing or use thereof in composite form, whether intentional or otherwise, as well as any publication thereof.

I understand that the photographs, video and/or film taken by Aquatic Safaris will be included into stock files. I agree that the photographs, the transparencies thereof, video and/or film, and the rights to copyright the same, shall be the sole property of Aquatic Safaris, with full right of lawful disposition in any manner.

I hereby grant permission to Aquatic Safaris to photograph the participant named below during activities and to use the photographs, video and/or film in Aquatic Safaris audio-visual and printed materials without compensation or approval rights.

Signature of Student

Student's Printed Name

Signature of Parent or Guardian

Parent or Guardian's Name

Note – If you don't wish to have your child's photo taken during program, you may opt out by writing "OPT OUT" clearly in block letters on the signature lines. Please be sure to include the student's name on this form. If you opt out, your child will be excluded from group photo opportunities. Even if you opt out, we will need to take a headshot to use on their certification card.

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

## 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 Aquatic Safaris SCUBA Center, Inc. and/or any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use 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 Aquatic Safaris SCUBA Center, Inc. and/or the instructors and divemasters associated with the activity.

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

participant \_\_\_\_\_\_\_, hereby affirm I am voluntarily engaging in the recreational activities planned for my trip to Wilmington, NC, which activities may include, but are not limited to, scuba diving, snorkeling, swimming, and boating. If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, boating and other activities in which I choose to participate.

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

I further state that I am of lawful age and legally competent to sign this Liability Release Agreement, or that I have obtained the written consent of my parent or guardian.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

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

I, \_\_\_\_\_\_\_\_, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)