



Waiver and Release of Liability Assumption of Risk and Indemnity Agreement

THIS FORM IS TO BE USED FOR ALL DIVING ACTIVITIES OTHER THAN ENTRY-LEVEL TRAINING

* NOTE: This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the legal guardian.

I _____ (PARTICIPANT'S NAME) HEREBY acknowledge and agree that SNORKELING/SCUBA DIVING/RECREATIONAL REBREATHING DIVING IS A POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and/or death and/or property damage. I FURTHER ACKNOWLEDGE that diving with compressed gas involves risks and injuries that can occur which require treatment in a medical facility and/or recompression chamber. I UNDERSTAND that open water diving trips, which are necessary for training and certification or for other diving activities, may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

I UNDERSTAND AND AGREE that snorkeling, scuba diving and related activities involve physical exertion in a marine environment that expose me to risk of injury or death from heart attack, panic, hyperventilation, hypothermia, drowning, fatigue and exhaustion, as well as from wind and weather conditions, tides, currents, waves, equipment failure, interactions with watercraft, swimmers and aquatic life, rocks, docks, pilings, buoys and other potential hazards, any or all of which may not be visible, known or anticipated, and I agree these are all INHERENT RISKS of my chosen activity. I HEREBY ASSUME ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the NEGLIGENCE of the Releasees or otherwise.

To the fullest extent allowed by law, I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Scuba Schools International or any of its parent, subsidiary or affiliated companies ("SSI"), as well as **GUARDIAN SCUBA of FL, LLC & WEST MARINE, INC.**, DIVE CENTER/DIVE RESORT/DIVE SCHOOL the dive center / dive resort / dive school, all of their instructors and dive professionals, and all of their parent, subsidiary or affiliated companies, agents, employees, officers, directors, owners or sponsors (the "Releasees") FROM ALL RESPONSIBILITY OR LEGAL LIABILITY TO ME, my personal representatives, assigns, heirs and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN OR FROM MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HEREBY SEPARATELY 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 or related to participation and/or instruction in said course, activities, or any other related diving operations, whether caused by the NEGLIGENCE of the Releasees or otherwise.

I HEREBY ACKNOWLEDGE THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS.

This document constitutes the FINAL AND ENTIRE AGREEMENT regarding the subjects it covers, and it is binding upon the heirs, successors and assigns of the parties even if I die or become incapacitated. This document supersedes any and all other documents or oral statements, and I represent that I am not relying upon any oral or written representations that conflict with what is set forth in this document.

This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as permitted by applicable laws, but it is not intended to assert any claims or defenses that are prohibited by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I UNDERSTAND AND AGREE that SSI Dive Centers, Diving Schools, Resorts their affiliated Dive Professionals, associated with the program in which I am participating, are licensed to use various SSI Trademarks and to conduct SSI training, but are not agents, employees or franchisees of Scuba Schools International or any of its parent, subsidiary or affiliated companies ("SSI").

I FURTHER UNDERSTAND AND AGREE that the Dive Center, Diving School, Resort and their affiliated Dive Professionals business activities are independent, and are neither owned nor operated by SSI, and that while SSI establishes the standards for SSI diver training programs, SSI is not responsible for, nor does it have the right to control, the operation of the business activities and the day-to-day conduct of SSI programs and/or supervision of divers by the Dive Center, Diving School, Resort and their affiliated Dive Professionals 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 heirs or estate will have any legal right to sue or to hold SSI liable for the actions, inactions or negligence of the Dive Center, Diving School, Resort and their affiliated Dive Professionals and other affiliated personnel associated with the activity.

WAIVER RELEASE VERIFICATION

I HAVE READ this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive professional the potential dangers incidental to engaging in the course and/or activity of snorkeling/scuba diving/ recreational rebreather diving and related diving operations.

Participant's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

MINOR WAIVER RELEASE VERIFICATION

As parent or guardian, I am signing this document on behalf of my minor child and on behalf of all of the child's parents and guardians, and we agree to be specifically bound to all the terms and conditions of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement. I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, and fully understand its terms, understand that we have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a 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 in the event of a claim or suit by or on behalf of the minor child.

Additionally, I understand the risks of injury while snorkeling or scuba diving and have had the opportunity to personally discuss the diving activities or instructional program with the dive leader prior to commencement of the minor child's snorkeling or scuba activities.

Minor Participant's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Minor's Parent/Guardian's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

RISK AWARENESS 3 TO BE SIGNED BY PARTICIPANT AFTER VIEWING RISK AWARENESS VIDEO — PART III AND PRIOR TO CONTINUING EDUCATION TRAINING DIVES:

Participant's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Witness _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Minor Participant's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Minor's Parent/Guardian's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

*** NOTE: This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the guardian.**



WEST MARINE
RELEASE OF LIABILITY, ASSUMPTION OF RISK,
HOLD HARMLESS AGREEMENT AND DEPICTION RELEASE

In consideration of being permitted to purchase SCUBA lessons and use equipment from Guardian Scuba through West Marine Products, Inc., (“SCUBA Lessons”), I (“Participant”), on behalf of myself and my heirs, executors, administrators, personal representatives and next of kin (collectively, “Releasors”), hereby forever waive, release and discharge West Marine, Inc., Guardian Scuba LLC, and their respective parent, subsidiaries, affiliates, owners, members, managers, employees, officers, directors, agents, representatives as well as any Landlord or Property Owner where the SCUBA Lessons are to be held (each a “Released Party”) from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss a Releasor may sustain as a result of participating in the SCUBA Lessons, whether on land, in the water or afloat, or traveling to or from the SCUBA Lessons location (“Release”), except that this Release shall not discharge any Released Party to the extent of such party’s actions or omissions involving willful misconduct or gross negligence. The preceding Release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the Releasors do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

EACH RELEASOR EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH RELEASOR’S PARTICIPATION IN THE SCUBA LESSONS EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY, IF AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT THAT THIS RELEASE SHALL NOT DISCHARGE ANY RELEASED PARTY TO THE EXTENT OF SUCH PARTY’S ACTIONS OR OMISSIONS INVOLVING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

The Participant acknowledges that serious accidents may occur during the activities, and while using the equipment, contemplated for the SCUBA Lessons and such accident may result in **injury, illness or death**. SCUBA Lessons involves risk and hazards, known and unknown, and includes the risk of injuries caused by pool or equipment failure or gear mishandling by others, inherent dangers of the ocean environment and drowning. The

Participant hereby acknowledges that he/she is familiar with the risks associated with this type of SCUBA Lessons and having considered them, desires to participate. West Marine Associates will not assist, advise or make any recommendations with regard to the SCUBA Lessons are not certified guides or instructors. Each Participant is assumed to have the basic knowledge, skills and judgment required to participate in the SCUBA Lessons. The Participant is the sole judge of his/her ability.

The Participant agrees to accept for use the body of water where the SCUBA Lessons is to be held and all the various equipment combinations to be provided during the SCUBA Lessons "AS IS" and WITH NO WARRANTIES, express or otherwise, beyond those stated in this agreement and in the manufacturer's written warranty, if any.

The Participant knowingly assumes all risks of participation in the SCUBA Lessons, including all risk of personal injury and loss of or damage to the Releasors or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releasor(s) if injured as a result of participation in the SCUBA Lessons, and release all other persons and entities mentioned above who might otherwise be liable to Releasors. Furthermore, Releasors agree to indemnify, defend, and hold harmless each Released Party from and against any Claim, including attorneys' fees and costs, arising directly or indirectly from any intentional or negligent act or omission to act on the part of any Releasor as a result of participating in the SCUBA Lessons or arising out of the operation of the SCUBA Lessons, whether on land, in the water or afloat, or traveling to or from the SCUBA Lessons location.

This agreement is intended to provide a COMPREHENSIVE RELEASE OF LIABILITY, but is not intended to assert any claims or defenses that are prohibited by law. If any provision of this contract is deemed unenforceable, all other provisions shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces.

Signature of Participant: _____ Date: _____

PLEASE PRINT LEGIBLY TO INSURE ACCURATE CAPTURE IN OUR DATABASE

Print Name: _____ DOB: _____
First – Middle – Last Month – Day - Year

Address: _____
Street City, State Zip Code

Phone: _____
Cell Phone Home Phone Other

Email: _____
This email address will be used by Guardian Scuba and SSI for course and certification communication. **Please print clearly.**

PLEASE NOTE:

If you answer “YES” to any of the conditions in the medical history section of the Medical Statement, you must have a physician complete the Physician portion of the Medical Statement before you can be scheduled in a SCUBA class.

If your physician indicates he/she cannot recommend you for diving, you will be unable to proceed with Guardian Scuba's Scuba classes.



SCUBA SCHOOLS INTERNATIONAL

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 by:

(INSTRUCTOR) _____
and (FACILITY) Guardian Scuba & West Marine
located in the city of North Palm Beach/Jacksonville/Fort Lauderdale
and state of Florida

To scuba dive safely, you must 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 heart trouble, a current cold or congestion, epilepsy, asthma, a severe medical problem, or who is under the influence of alcohol or drugs should not dive. If taking medication, consult your doctor and the Instructor before participation in this program. You will also need to 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.

Read and discuss this statement prior to signing it. You must complete this Medical Statement, which includes the medical-history section, to enroll in the scuba training program. If you are a minor, you must have this Statement signed by a parent.

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

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

Medical History

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 pre-existing condition that may affect your safety while diving and you must seek the advice of your physician.

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 a 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 attacks or strokes
 - 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?
- ____ 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 migraine headaches or take medications to prevent them?
- ____ Blackouts or fainting (full/partial loss of consciousness)?
- ____ Frequent or severe suffering from motion sickness (seasick, carsick, etc.)?
- ____ 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 medication 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 years?

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 _____

SIGNATURES OF PARENTS OR GUARDIANS WHERE APPLICABLE _____

DATE _____

Student

(Please print legibly)

Name _____ Birth Date _____ Age _____
First Initial Last

Mailing Address _____

City _____ State/Province _____

Country _____ Zip/Postal Code _____

Home Phone () _____ Business Phone () _____

Telex _____ FAX _____

Name and address of your family or primary care physician:

Physician _____ Clinic/Hospital _____

Address _____ Phone () _____

Date of last physical examination _____

Name of examiner _____ Clinic/Hospital _____

Address _____ Phone () _____

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

Physician

This person is an applicant 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. Please review Guidelines for Recreational Scuba Diver's Physical Examination.

Physician's Impression:

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

I am unable to recommend this individual for diving.

Remarks _____

I have reviewed Guidelines for Recreational Scuba Diver's Physical Examination.

_____, M.D. Date _____
Physician's Signature

Physician _____ Clinic/Hospital _____

Address _____ Phone () _____



SCUBA SCHOOLS
INTERNATIONAL

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 (919) 684-2948 during normal business hours. For emergency calls, 24 hours, 7 days a week, call (919) 684-8111 or (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**
- **Peripheral Neuropathy**
- **Multiple Sclerosis**
- **Trigeminal Neuralgia**
- **History of spinal cord or brain injury**

Temporary Risk Conditions: 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 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 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 lung places the diver at risk for pulmonary overinflation with alveolar rupture and the possibility of cerebral air embolization. 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.

GASTROINTESTINAL

Temporary Risk: 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

ORTHOPEDIC

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 trait
- 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 hypoglycemia medications can result in drowning. Diving is therefore generally contraindicated, unless associated with a specialized program that addresses these issues.

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 is 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

Equalization 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 equalize pressure or due to marked overpressurization during vigorous or explosive Valsalva maneuvers.

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

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11. Divers Alert Network (DAN) United States, 6 West Colony Place, Durham, NC 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, 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
16. European Underwater and Baromedical Society, www.eubs.org

ENDORRSERS

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|---|--|--|---|---|
| Paul A. Thombs, M.D. Hyperbaric Medical Center St. Luke's Presbyterian Hospital Denver, CO | Alf O. Frubakk, M.D., Ph.D Norwegian University of Science and Technology Trondheim, Norway alfb@medisin.ntnu.no | 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 | 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 | Karen B. Van Hoesen, M.D. Associate Clinical Professor UCSD Diving Medicine Center University of California at San Diego San Diego, CA |
| Peter Bennett, Ph.D., D.Sc. Duke University Medical Center Durham, NC pbennett@dan.duke.edu | Robert W. Goldmann, M.D. St. Luke's Hospital Milwaukee, WI | Richard Vann, Ph.D Duke University Medical Center Durham, NC | Yoshihiro Mano, M.D. Professor Tokyo Medical and Dental University Tokyo, Japan y.mano.ns@tmd.ac.jp | Charles E. Lehner, Ph.D Department of Surgical Sciences University of Wisconsin Madison, WI celhner@facstaff.wisc.edu |
| William Clem, M.D. Hyperbaric Consultant Division Presbyterian/St. Luke's Medical Center Denver, CO | Richard E. Moon, M.D., F.A.C.P., P.C.C.P. Departments of Anesthesiology and Pulmonary Medicine Duke University Medical Durham, NC | Paul G. Linaweaver, M.D., F.A.C.P. Santa Barbara Medical Clinic Undersea Medical Specialist | Edmond Kay, M.D., F.A.A.F.P Dive Physician & Asst. Clinical Prof. of Family Medicine University of Washington Seattle, WA ekay@u.washington.edu | Undersea & Hyperbaric Medical Society 10531 Metropolitan Avenue Kensington, MD 20895 |
| John M. Alexander, M.D. Northridge Hospital Los Angeles, CA | Alessandro Marroni, M.D. Director, DAN Europe Roseto, Italy | Roy A. Myers, M.D. MIEMS Baltimore, MD | James Vorosmarti, M.D. 6 Orchard Way South Rockville, MD | Diver's Alert network (DAN) 6 West Colony Place Durham, NC 27705 |
| Des Gorman, B.S., 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 | Hugh Greer, M.D. Santa Barbara, CA hdgblgfp@aol.com | Keith Van Meter, M.D., F.A.C.E.P. Assistant Clinical Professor of Surgery Tulane University School of Medicine New Orleans, LA | Simon Mitchell, MB.ChB., DipDHM, Ph.D. Wesley Centre for Hyperbaric Medicine Medical Director Sandford Jackson Bldg., 30 Chasely Street Auchenflower, QLD 4066 Australia smithchell@wesley.com.au | |
| Jan Risberg, M.D., Ph.D NUI, Norway | 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 | Christopher W. Dueker, TWS, M.D. Atherton, CA chrisduek@aol.com | | |



PARENTAL NOTICE:

If you are **registering a minor 12 years of age or younger**, you must complete the **Parental Statement of Understanding** prior to signing up for the class.



Parental Statement of Understanding

Purpose: This statement is to be used in conjunction with the Risk Awareness For Children video about swimming, snorkeling and scuba activities for children under the age of 12.

Directions: After reading each statement, write your initials in the space provided next to the statement indicating that you understand the statement. When you have read and initialed each statement, sign and date the appropriate area below.

I (we), _____, have been informed of the potential risks involved with my (our) child, _____, participating in a swimming, snorkeling or scuba activity conducted by the staff (including) _____ of Guardian Scuba and West Marine in the cities of North Palm Beach, Jacksonville, Fort Lauderdale/Plantation in the county of _____ United States _____, state of Florida beginning on the _____ of (month) _____, (year) _____.

_____ I (we) have been fully informed, together with my (our) minor child, by the above-named instructor(s) and dealer through a review of the Risk Awareness For Children video and instructional session on behalf of the above-named facility and store. I (we) have discussed the inherent risks and hazards associated with this activity and I (we), collectively with my (our) child, wish to continue and participate in this activity.

I (we) understand that:

- _____ Scuba Schools International (SSI) develops the materials for this activity and is not in any way responsible for the supervision of the dive facility or dive leader.
- _____ The retailer offers the activity through the above-named facility.
- _____ The dive leader conducts the activity under the auspices and direction of the retailer.
- _____ I (we) have had ample opportunity to discuss the risks of this activity with the dive leader and choose to have my (our) child participate in this activity.
- _____ As the parent(s)/legal guardian(s) of the above named child I (we) am (are) the only one(s) that understand(s) my (our) child's academic skill and physical ability to participate in this activity.
- _____ It is my (our) responsibility as parent(s)/legal guardian(s), as well as the responsibility of the dive leader, to evaluate my (our) child's ability to continue in and complete this activity. I (we) fully understand that this is a joint activity between myself (ourselves) and the dive leader.

_____ I (we), and my (our) child have viewed and understand the Risk Awareness For Children video.

_____ I (we), after having been fully apprised of the inherent risks and hazards associated with this activity insofar as my (our) child's participation is concerned, realize that there is a risk of bodily injury, death, failure to rescue and property damage. I (we) through my (our) signature(s) and initials on this document specifically agree to assume full responsibility for any risk of bodily injury, death, failure to rescue or property damage incurred as a result of my (our) child's participation, now and forever, whether foreseen or unforeseen. Further, I (we) agree to release and hold harmless Scuba Schools International (SSI), and the dive leader and facility identified above, from any claim, suit or damages of any sort, including death or injury caused by the negligence of the dive leader and facility.

_____ I (we) hereby separately and contractually agree to indemnify, save and hold harmless, and not to sue the releasees, Scuba Schools International (SSI) and its officers and directors, for any loss, liability, damage or costs that they may incur, now and forever, arising out of or related to participation by my (our) child in this activity.

_____ I (we) have read the agreement, fully understand the terms herein, understand that I (we) have given up substantial rights by signing it, am (are) aware of its legal consequences and have signed this document freely and voluntarily without inducement, assurance or guarantee being made to me (us). I (we) understand that my (our) execution of this document constitutes a contract between myself (ourselves), the dive leader and facility, as well as Scuba Schools International (SSI), which is binding upon me (us).

Mother's Name _____ Signature _____ Date _____

Father's Name _____ Signature _____ Date _____

Guardian's Name _____ Signature _____ Date _____