Dive Animals Scuba Club Membership Application

Please return your application and $45 membership dues to (check payable to DASC):
Dive Animals Scuba Club, 10861 Terraza Floracion, San Diego, CA 92127

DIVE ANIMALS SCUBA CLUB MEMBERSHIP APPLICATION / AFFIRMATION OF ASSUMPTION OF RISKS And RELEASE OF LIABILITY (including waiver of California Civil Code section 1542)

Membership Year is June 01 thru May 31

____ New Member _____ Renewal (New members need only pay $5 a month from Nov-June $25 min.)

Name_____Address_____

City _____State _____ Zip _____

Contact Phone #_____ Email Address _____

Emergency Contact _____ Phone _____

Certification Level _____ Agency _____ C-card #_____ # Logged Dive _____

DAN # _____

This form is of significant legal consequence. You must read and understand its contents before signing. If you do not understand it, you should seek independent legal advise. Minors must both sign and have their parents or legal guardian also sign.

1. **Assumption Of Risks:** By signing you affirm that you have assumed all risks associated with scuba diving, snorkeling, being a passenger in a boat, and all other activities directly or indirectly related thereto (the "Activities").

   This means that you further acknowledge and affirm that you understand that Scuba diving is an inherently hazardous and dangerous activity, which can result in serious injury or death. You hereby certify that you are aware of and accept full responsibility for all of the risks involved either directly or indirectly in the Activities, including but not limited to the risks inherent in:

   a. The Activities and the related environment, whether caused by weather conditions, air expansion injuries, actions occurring while getting on or off the boat, inexperience, and all perils of the sea, ocean, lake, river, and beach, as well as;
   b. Traveling to or from any Activity;
   c. Illness in remote areas without medical facilities.
   d. Actions inaction, or negligence of Dive Animals Scuba Club, and any and all of his agents, servants, directors, employees, successors, assigns, assignors, heirs, estates, insurers, contractors, subcontractors, dive masters, instructors, and boat handlers and drivers, members or participants or any other person (individually or collectively referred to as "DASC").

_____1. I acknowledge that I am a certified scuba diver trained in safe diving practices.

_____2. I am aware of the risks inherent in this sport and accept these risks.

_____3. I affirm that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

_____4. I am aware of the dangers of breath holding while scuba diving, and I will not hold the released parties responsible if I am injured doing so.

_____5. I am aware that I will be diving with a buddy, and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I will not hold the released parties responsible for my failure to safely plan.

_____6. I will inspect all of my equipment prior to any diving activities. I will not hold the released parties responsible for my failure to inspect my equipment prior to diving.

_____7. I acknowledge that I am physically fit to scuba dive/snorkel, and I will not hold the released parties responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while diving and/or snorkeling.

_____8. I understand that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, embolism or other hyperbaric injuries, and I expressly assume the risk of said injuries.

_____9. I also expressly assume the risk and accept all responsibility to plan my dive and dive my plan.

_____10. I also understand that scuba diving/snorkeling is a physically strenuous activity and that I will be exerting myself during diving, and then if I am injured as a result of a heart attack, panic, hyperventilation, etc. that I expressly assume the risk of said injuries and that I will not hold the released parties responsible for the same.

_____11. I also understand while diving, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot.

_____12. If I am operating or utilizing the Dive Animal Scuba Club boats, I expressly assume all risks involved with such operation or usage, for any reason and do not hold the released parties responsible for any accident, injury or wrongful death including negligence.

2. **Release of Liability:** By signing you release the Dive Animals Scuba Club, and any and all of his agents, servants, directors, employees, successors, assigns, assignors, heirs, estates, insurers, contractors, subcontractors, dive masters, instructors, and boat handlers and drivers, members or participants or any other person (individually or collectively referred to as "DASC") in connection with scuba diving, snorkeling, being a passenger in a boat, and all other activities directly or indirectly related thereto (the "Activities).

   a. You hereby represent and warrant that you are presently the sole and exclusive owners of any claims or prospective or future claims ("Claims"), demands, causes of action, obligations and/or liabilities, and that no other party has any right, title or interest whatsoever in said Claims, and there has been no assignment, transfer, conveyance or other disposition by you of any of Claims.

   b. You have independently determined that it is in your best interest to completely release any and all Claims. in any way related to the Activities, by way of this release. It is hereby your expressed intent that this document shall constitute a full and complete release by you in favor DASC. Nothing contained in this Agreement, nor in anything given in consideration therefore, is intended to be an admission, express or implied, of any wrongdoing, negligence, liability on the part of DASC

   c. In consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, you hereby covenant and agree as follows:

      i. You, on behalf of yourself, your successors and assigns, hereby fully and forever releases and discharges DASC, from any and all Claims, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, liabilities, and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, as may arise out of or relate to the Activities, which you may or might have by reason of the aforesaid Activities.
      ii. *Waiver of Civil Code Section 1542*. It is your expressed intention that the foregoing release provisions shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, hereinabove specified to be so barred. In furtherance of this intention, you expressly waive any and all rights and benefits conferred upon you by the provisions of Section 1542 of the California Civil Code, which states:

      "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."

   d. You hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for. The signer expressly consents that this release shall be given full force and effect in accordance with each and all of the express terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove specified.

3. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California, including, but not limited to, the provisions of Section 664.6 of the California Code of Civil Procedure. Any action initiated to enforce the terms of this agreement shall be brought in the Superior Court of the State of California for the County of San Diego. Said Superior Court shall have continuing jurisdiction over the performance and enforcement of the terms of this agreement.

4. If 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 or unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

Diver's Signature _____ Date_____

Please circle one: Pay Pal, web site www.diveanimals.com (Donate) button, Cash, Check #_____

Total Amount:_____