



Dive Pirates Foundation – Training Waiver

- I, _____ (print participant name) UNDERSTAND THE PURPOSE OF SIGNING THIS ADDENDUM IS TO EXEMPT AND RELEASE THE _____ (“**DIVE Center**”) AND Dive Pirates Foundation (“**Charitable Foundation**”) ITS EMPLOYEES AND AGENTS (the “**RELEASED PARTIES**”) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING OUT OF MY PARTICIPATION IN DIVING, TRAINING, OR TRIP ACTIVITIES AND SPECIFICALLY WITH REGARD TO ANY LOSS, ILLNESS, INJURY, DISABILITY OR DEATH SUFFERED BY ME DUE TO MY EXPOSURE TO ANY AND ALL ILLNESSES AND OTHER INFECTIOUS DISEASES, INCLUDING BUT NOT LIMITED TO, COVID-19.
- Due to the current global outbreak of COVID-19 (also known as the Corona Virus, Novel Coronavirus, SARS-CoV-2) and the potential outbreak of other infectious diseases, I agree that the Released Parties have the right to cancel or reschedule dives, trips, training or other activities (each an “**Activity**”) without prior notice, limitation or justification. This policy seeks to adhere the current World Health Organization (“**WHO**”), Centers for Disease Control (“**CDC**”) and other federal, state or local government recommendations for dealing with and preventing a pandemic, and such policy may change at any time, without notice to you.
- I agree to comply with current hygiene and safety advice, including social distancing, recommended by the WHO, CDC, state and local health services, and further agree to abide by any additional hygiene terms the Released Parties may send to me prior to my participation in any Activity. Prior to my participation in any Activity, if I or anyone I live with or have been exposed to have tested positive or appears to have symptoms of COVID-19 or any other infectious illness (including but not limited to: cough, fever or respiratory symptoms, mild or otherwise, rashes, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea) I agree I have a duty to immediately inform the Released Parties of the potential for an infectious disease and will seek to reschedule my activity to a time after I have been cleared by a physician in writing to safely participate and to provide the same to the Released Parties.
- I understand that individuals with COVID-19 and other infectious illnesses may be asymptomatic and I may be exposed to the virus even when myself and the Released Parties have taken every precaution to prevent such exposure. **I EXPRESSLY ASSUME ALL SUCH RISKS. I EXPRESSLY ASSUME ANY AND ALL RISKS OF POSSIBLE EXPOSURE TO COVID-19 AND OTHER INFECTIOUS DISEASES DUE TO MY PARTICIPATION IN ANY ACTIVITY WITH THE RELEASED PARTIES WHICH INCLUDES BUT IS NOT LIMITED TO ANY LOSS, INJURY, ILLNESS, DISABILITY OR DEATH SUFFERED BY ME AND POSSIBLE EXPOSURE OF SUCH DISEASES TO MY FAMILY AND OTHERS WHO I HAVE CLOSE CONTACT WITH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. IN CONSIDERATION FOR PARTICIPATING IN ANY ACTIVITY AND FOR OTHER VALUABLE CONSIDERATION WHICH IS HEREBY ACKNOWLEDGED, I HEREBY RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE AND COVENANT NOT TO SUE THE RELEASED PARTIES, INDIVIDUALLY AND COLLECTIVELY, FROM ANY AND ALL LIABILITY, CLAIMS, COSTS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ATTORNEYS’ FEES AND DISBURSEMENTS, WHETHER OR NOT AN ACTION IS BROUGHT, ON APPEAL OR OTHERWISE, ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, ANY LOSS, DAMAGE, ILLNESS, INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, MY FAMILY MEMBERS OR MY HEIRS FROM COVID-19 OR ANY OTHER INFECTIOUS ILLNESS,**



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DISEASE OR INJURY, AS A RESULT OF BEING ENGAGED IN ANY ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF ONE OR MORE RELEASED PARTIES.

- Furthermore, it is my expressed intent that this Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the Released Parties.
- I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this Agreement and I acknowledge the waiver was expressly negotiated and is a material inducement to the permission granted by the Released Parties to be on premises and to participate in any Activity. I hereby agree that this Agreement shall be construed in accordance with the laws of the state of Texas, and each party hereto subjects themselves to the exclusive jurisdiction of the federal and states courts in Houston, Harris County, Texas for all matters related hereto.
- BY WAY OF MY SIGNATURE GIVEN VOLUNTARILY I EVIDENCE THAT I HAVE READ FULLY AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY. IF I HAVE ANY QUESTIONS WITH RESPECT TO THE CONTENTS OF THIS AGREEMENT, I CERTIFY THAT I HAVE FULLY INFORMED MYSELF BEFORE SIGNING MY NAME BELOW. I FULLY AGREE TO THE TERMS AND CONDITIONS HEREIN AND REALIZE THEY ARE GIVEN IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION INCLUDING THE _____ (DIVE CENTER) AND DIVE PIRATES FOUNDATION ALLOWING ME TO PARTICIPATE IN THE ACTIVITY.

Signature: _____

Printed Name: _____

Date: _____

Telephone/Local Telephone: _____

Address: _____

Date of Birth: _____

Emergency Contact Name/Emergency Contact Telephone:

Participants under the age of 18 must also have a parent or guardian’s signature:

Parent/Guardian Signature: _____

Printed Name: _____