



MEDICAL STATEMENT

PATIENT RECORD — CONFIDENTIAL INFORMATION

Please read carefully before signing.

This is a statement in which you are informed of some potential risks involved in freediving and scuba diving and of the conduct required of you during the freediving and/or scuba training program. Your signature on this statement is required for you to participate in the freediving and/or scuba training program offered by:

Tony/ Carole Anderson (Instructor)	Phoenix Scuba and (Facility)	Lackawanna City	NY State
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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 freediving and/or 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.

To freedive and/or 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 freediving and/or scuba diving. Improper use of freediving and/or 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.

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 freediving and/or scuba diver training. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of your physician prior to participating in diving activities.

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 request that you consult with a physician prior to participating in freediving and/or scuba diving. Your Instructor will supply you with a medical statement and guidelines for Recreational Freediving & Scuba Diving 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 family history of heart attacks or strokes

high blood pressure

have a high cholesterol level

are currently receiving medical care

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 suffering from motion sickness (seasick, carsick, etc.)?

Heart disease?

Frequent or severe attacks of hayfever or allergy?

Dysentery or dehydration requiring medical intervention?

Heart attack?

Frequent colds, sinusitis or bronchitis?

Any dive accidents or decompression sickness?

Angina, heart surgery or blood vessel surgery?

Any form of lung disease?

Inability to perform moderate exercise (example: walk 1.6 km/ one mile within 12 mins.)?

Sinus surgery?

Pneumothorax (collapsed lung)?

Head injury with loss of consciousness in the past five years?

Ear disease or surgery, hearing loss or problems with balance?

Other chest disease or chest surgery?

Recurrent back problems?

Recurrent ear problems?

Behavioral health, mental or psychological problems (panic attack, fear of closed or open spaces)?

Back or spinal surgery?

Bleeding or other blood disorders?

Epilepsy, seizures, convulsions or take medications to prevent them?

Diabetes?

Hernia?

Recurring migraine headaches or take medications to prevent them?

Back, arm or leg problems following surgery, injury or fracture?

Ulcers or ulcer surgery?

Blackouts or fainting (full/partial loss of consciousness)?

High blood pressure or take medication to control blood pressure?

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 understand and agree that a failure to disclose any existing or past health condition can result in serious injury or death and I expressly assume any and all risks for any omissions I have made, whether intentional or unintentional, in the disclosure of any existing or past health conditions.

Signature

Date (DD/MM/YY)

Signature of Parent or Guardian

Date (DD/MM/YY)



PRIVACY STATEMENT AND DATA PROCESSING CONSENT FORM

I agree that the SSI Dive Center / Dive Resort / Dive School Phoenix Scuba ("Controller") as well as third parties involved in the performance of the contract (e.g. SSI Professionals/Instructors for the execution of the dive training, parcel services for the delivery of my certification) may process my personal data (name, address, country, e-mail address, photo, date of birth, phone number if necessary, information provided by me on my state of health, my certification number and, if necessary, also a medical certificate) for the purposes of conducting my training, my certification and the administration of my membership as well as other purposes necessary for the performance of the contract.

I am aware that the Controller, as well as my diving instructor (SSI Professional), may transfer the personal data mentioned above for administrative purposes (e.g. in case of diving accidents, complaints) to SSI International GmbH, Johann-Hoellfritsch-Straße 6 - 90530 Wendelstein, Germany, info@diveSSI.com, Tel. +49-9129-909938-0 ("SSI") as well as SSI Service Centers and other third parties involved in resolving the respective case or in the performance of the contract (e.g. insurance companies, public authorities, companies affiliated with SSI), as far as this is necessary in order to fulfill the contract, comply with legal obligations or ensure legitimate interests.

I further agree that the Controller may store and further process the above mentioned personal data (including the medical certificate if necessary, but excluding information provided by me on my state of health) for the purposes mentioned above using the online system ("MySSI", my.diveSSI.com) managed by SSI and thereby forward my personal data to SSI and SSI Service Centers. Once my data has been collected in MySSI, I will receive from SSI an automatic email with username and password, as well as additional privacy information related to the MySSI area, which I must acknowledge in order for my MySSI account to be activated. The activation allows direct access to teaching content and personal profile information (e.g. learning progress, certifications, educational level, etc.), but also constitutes the necessary prerequisite for any SSI certification due to security reasons.

This means that, in case of revocation of the consent for the processing of my personal data in the MySSI system, no training can be done with SSI, and in case of deletion of my personal data based on my request, already obtained certifications become invalid.

Controller may transmit the personal data mentioned above to companies and contractual partners outside of the EU/EEA in compliance with relevant data protection laws.

The personal data will be retained by Controller for ten years after the ending of the business relationship with the customer or until the expiry of the guarantee, warranty, limitation and statutory retention periods valid for the Controller and/or beyond this until the ending of any legal disputes in which the data are required as evidence.

After activation of the personal account by confirming the MySSI Data Protection Declaration, the personal data stored in MySSI will be retained for an unlimited time to enable SSI to confirm the status of training and certification at any time. If a registered user neither activates the MySSI account nor gets certified within 36 months after registration, the data will automatically be deleted from the MySSI system.

At any time, you have the right to know the personal data stored and the right to request to correct or delete the data. Furthermore, you have the right to revoke the consent given at any time, taking into account the consequences described by revocation and cancellation. In addition, you have the right to request a transfer of data and to complain to the authorities in charge. If you have any questions or need to execute any of these rights, please contact the Controller, or for inquiries related to the MySSI system, contact SSI directly.

For persons under the age of 16, this declaration must also be signed by a parent or legal guardian.

I have carefully read and hereby acknowledge and, where applicable, agree to this Privacy Statement and Data Processing Consent Form.

Signature

Date (DD/MM/YY)

Signatures of Parents or Guardians
Where Applicable

Date (DD/MM/YY)



First Name

Last Name

By placing my name here, I agree to be responsible for the content of this page.

SSI Recreational Scuba Training Assumption of Risk, Liability Release & Hold Harmless Agreement

This is a legal contract terminating your rights to file a lawsuit. Read carefully before signing. Warning – Scuba diving uses life-support equipment and techniques that have inherent risks which may cause serious injury, illness or death.

In consideration of being allowed to participate in scuba training, I, _____ (print name of student) expressly agree to be bound by this Agreement and comply with the SSI Responsible Scuba Diver Code. I understand this Agreement is between me, my family, estate, heirs and or anyone who may have a claim on my behalf; and Phoenix Scuba & Water Sports Inc. _____ (print name of training center), including all instructors, facilities, boats, and training sites I receive training with or at; Scuba Schools International (“SSI”); and each of their respective owners, officers, employees, representatives, volunteers, agents, contractors and any others on their behalves, whether specifically named or not (herein referred to as “Released Parties”).

I voluntarily assume all risks of injury, illness and death, caused by scuba diving and all related activities, whether foreseeable or not, including but not limited to risks associated with: swimming, entering and exiting the water, falling on, struck by or abandoned by a boat, separation or lost underwater, holding my breath, pre-existing health conditions, heart failure, over-exertion, panic, drowning, pressure related injuries, decompression illness, environmental and marine life injuries, unknown causes, equipment malfunctions, improper dive planning, or improper action of other divers or support personnel (including failure to rescue, recover, resuscitate, or provide emergency assistance).

I agree to waive, release, not sue, discharge, save, indemnify, and hold harmless the Released Parties of all claims, demands, causes of action, lawsuits and damages by me, my estate, family (including minor children), heirs, or others who may have a claim for my injury, illness or death as a result of any act or failure to act, including negligence by the Released Parties, associated with my scuba training and all related activities. I agree that it is my responsibility to inform my family and all those who may have legal rights on my behalf that I have entered into this Agreement and it is my intent that they be bound by this Agreement. I agree that me or my estate shall be fully liable (pay for) for the cost to the Released Parties for any claim brought on my behalf as a consequence of my participation in scuba diving and all related activities.

I have carefully read, understand and agree to comply with the SSI Responsible Scuba Diver Code during all diving activities. I understand and agree that I am responsible for my own safety and well-being during all dive training and related activities. I am responsible for being physically, medically and mentally fit to participate in scuba diving. I affirm that all personal information I have provided on medical questionnaires is truthful and accurate to the best of my knowledge, and I will not hold others responsible or liable for any injury, illness or death caused by my failure to disclose a known medical condition. I am responsible for my own equipment configuration, assembly, and pre-dive inspection to verify it is appropriate and functioning properly. I am responsible for planning and performing all my dive activities, including anticipating potential emergencies. I will not hold anyone, including the Released Parties, responsible for failure to protect my well-being, ensure my proper use of equipment, or conduct my dive activities competently. I will not dive in conditions or at times that are not within my abilities and comfort level. If conditions become dangerous or I do not feel well or I become injured, I will immediate notify the dive leader and take action to correct the situation. I understand dive activities are conducted at sites that are remote, in time and distance, from medical care or a recompression chamber. I understand dive training does not guarantee my safety and that accidents happen even when proper procedures are followed. I understand the importance of, and my responsibility to have, personal insurance that specifically covers dive-related emergencies, emergency transportation, and medical treatments.

I understand and agree that SSI licenses training centers, professionals and their affiliates to use various SSI trademarks and to conduct SSI approved training, but they are not agents, employees or franchisees of SSI, its parent, subsidiary, or affiliated corporations. I further understand that SSI training centers, SSI professionals, and their affiliates’ businesses are independent, and are neither owned, operated, or controlled by SSI, and that while SSI establishes standards and materials for SSI training, it is not responsible for, nor does it have the right to control, the operation of the business activities or the day-to-day training and/or supervision of divers by SSI training centers, SSI professionals, their affiliated businesses, and/or their associated staff. I further understand and agree on behalf of myself, that in the event of injury, illness or death during dive activities, I shall not hold SSI liable for the actions, inactions or negligence of the SSI training center, SSI professionals and other affiliated businesses or personnel associated with my dive activities.

I have read this Agreement and the SSI Responsible Scuba Diver Code. I expressly understand my responsibilities and that I am giving up legal rights by signing this Agreement. I understand this is a legal contract and I am voluntarily signing it without duress or further inducement. I understand this is an unconditional and complete release of all liability to the greatest extent allowed by law. If any portion of this Agreement is found to be legally unenforceable or invalid, that portion shall be severed, and the remainder shall have full force and effect. I agree to be bound by this Agreement without modification of the preprinted text. The terms of this Agreement shall continue in effect for all scuba diving training (including entry-level training and continuing education training) and related activities for a period of one year from the date I signed this agreement. I am over 18 years of age and legally competent to engage in this Agreement, or I have acquired the written consent of my parent or guardian by completing a Youth Addendum form.

Participant's Name (Print)

Participant's Signature

Date (DD/MM/YY)

Parent/Guardian (Print)

Parent/Guardian Signature

Date (DD/MM/YY)



First Name

Last Name

By placing my name here, I agree to be responsible for the content of this page.

YOUTH ADDENDUM – INCORPORATED AS AN ADDENDUM TO THE ASSUMPTION OF RISK, LIABILITY RELEASE & HOLD HARMLESS AGREEMENT

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM AND THE ASSUMPTION OF RISK, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT.

THIS YOUTH ADDENDUM TO THE ASSUMPTION OF RISK, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT IS VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE.

Participant’s Name (Print)

Participant’s Signature

Date (DD/MM/YY)

Print Name of Parent/Guardian (When Applicable)

Signature of Parent/Guardian (When Applicable)

Date (DD/MM/YY)