

## OREGON SCUBA DIVE CLUB MEMBERSHIP APPLICATION AND RELEASE OF LIABILITY — PAGE 1

#### **MEMBERSHIP YEAR:**

#### **MEMBER INFORMATION**

Name:			Phone:		
City:	St:	Zip:	Newsletter? Y	N	Already subscribed
Email:					
Highest Scuba Cert:			Cert Agency:		
How did you hear about us? (new members):					

Personal information is private and for Club use only. It is not used for any other purposes.

#### **ADDITIONAL FAMILY MEMBER/S**

Name #2:	Phone:
Email:	Newsletter? Y N Already subscribed
Highest Scuba Cert:	Cert Agency:
Name #3:	Phone:
Email:	Newsletter? Y N Already subscribed
Highest Scuba Cert:	Cert Agency:
Name #4:	Phone:
Email:	Newsletter? Y N Already subscribed
Highest Scuba Cert:	Cert Agency:

#### ANNUAL MEMBERSHIP RATES

New Renewal Individual - \$30 Family - \$40	Amount Enclosed \$
---	--------------------

PLEASE MAKE CHECKS PAYABLE TO: OREGON SCUBA DIVE CLUB (MEMBERSHIP IS BASED ON THE CALENDAR YEAR.)

Mail to: Berdine Buck - 3393 Royce Way, Lake Oswego, OR 97034

-OR: PayPal (CLUB PARADISE – OREGON SCUBA). If printed, send to: treasurer@oregonscuba.com

#### RELEASE, WAIVER AND HOLD HARMLESS

The individual indicated on the front of this document (hereafter referred to as "the Member") understands and hereby acknowledges the strenuous and potentially hazardous nature of SCUBA diving. By signing the Membership Application, the Member acknowledges that they are a certified SCUBA diver, and further acknowledges that a certain level of physical fitness, training and judgment, as well as protective equipment, is required to minimize or avoid injury. The Member assumes responsibility for their own fitness and capability to dive. The Member releases The Oregon Scuba Club (herein referred to as "Oregon Scuba) from any liability that may result from their own fitness or capability to dive, waives any claim for damages that arise there from and agrees to indemnify and to hold harmless the Club from claims brought by the Member or by the Member's estate if the Member is incapacitated or deceased. The Member acknowledges that other individual members have different levels of diving skill, different levels of training, different levels of preparedness prior to any particular dive, different levels of risk that they may be willing to assume on any particular dive, varying applications of safety practices such as the Buddy Check, the secondary octopus for buddy air, pony tanks, safety gear, etc., and the Member acknowledges that the Member shall take personal responsibility for assessing the risk of any club dive or of any dive with other club members.

# OREGON BOUNDARY

#### **OREGON SCUBA DIVE CLUB**

### MEMBERSHIP APPLICATION AND RELEASE OF LIABILITY — PAGE 2 MEMBERSHIP YEAR:

Further, the Member AGREES TO ASSUME THE RISK of any club dive and/or any dive with other club members, and not to rely upon club sponsorship of the dive or the involvement of other Club members to determine whether the dive is appropriate and safe for the Member.

The Member hereby releases Oregon Scuba Dive Club, its officers, directors, members, agents, and representatives from liability for any in injury, death, or other damages which may occur in connection with dives or events sponsored or operated by the club, waives any claim for liability arising from such injury, death, or damages and agrees to indemnify and to hold harmless the club from such claims brought by the member or by their estate.

In consideration for being allowed to participate, or continuing to participate in the Oregon Scuba Dive Club, the member hereby personally assumes all risk in connection with dive club activities. The Member has and hereby does assume all of the above mentioned risks and will indemnify and hold harmless both the club and the persons identified in the preceding paragraph from any and all liability claimed by the Member or his/her estate, and from actions, causes of actions, judgments, claims, demands brought by the member or his/her estate of every kind and nature whatever, including but not limited to negligence, which may arise because of or in connection with any dive club activity and the Member's participation in that activity.

These provisions of this Release, Waiver, and Hold Harmless shall survive the death or incapacity of the member and shall be binding upon the Member's estate and those claimants, heirs, and devisees who claim through the Member's estate.

#### **SIGNATURES**

By signing this Membership Application and Release of Liability, the applicant(s) represents to the Club that he/she is a certified SCUBA diver. Each member listed above must sign. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THE RELEASE, WAIVER, AND HOLD HARMLESS BY READING IT BEFORE I SIGN. I understand that the terms herein are contractual and not a mere recital, and have either had the opportunity to discuss the same with an attorney or have voluntarily waived the right to do so.

X	Date:	
Signature (Member)		
x	Date:	
Signature (Member #2)		
x	Date:	
Signature (Member #3)		
x	Date:	
Signature (Member #4)		
If YOU ARE UNDER 18, YOUR PARENT/LEGAL GUARDIAN  I am the parent or legal guardian of	N MUST ALSO SIGN THIS APPLICATION AND RELEASE OF LIABILI	<u>TY</u>
	er. I have read the foregoing Membership Application and Release of Lia	ability.
I hereby certify that I acknowledge the contents of said document and	d that I have read and signed the Application and Release of Liability on	behalf of
the above-referenced minor child, that I have either had the opportun	nity to discuss the same with an attorney or have voluntarily waived the	e right to
do so, and if I am a legal Guardian of either the Person or the Estate of $\frac{1}{2} \left( \frac{1}{2} \right)$	${\sf fa}$ minor that ${\sf I}$ am authorized to execute this Application and Release o	f Liability
as Guardian on behalf of the minor child.		
x	Date:	
Signature of Parent or Legal Guardian		