

CHANNEL ISLANDS DIVERS

MEMBERSHIP APPLICATION



Please Print Legibly Using an Ink Pen

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business/Mobile Phone: _____

E-mail Address: _____

Date of Birth: _____

Emergency Contact: _____ Phone: _____

Family Membership – list additional names on back side.

The Board of Directors requests that you read and agree to the following as a condition of membership.

CHANNEL ISLANDS DIVERS MEMBER EXPRESS ASSUMPTION OF RISK ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

By my signature below, I hereby acknowledge and agree to the following:

Channel Islands Divers (“the club”) is an association of individuals organized mutually and voluntarily in the vicinity of Ventura County, California, operating subject to a Constitution and by-laws. Its purposes are social, educational and recreational. The officers of the club are elected annually by majority vote of the current members. The officers are volunteers and not compensated for their efforts on behalf of the club. Annual dues collected from members are used solely to finance and subsidize club-related activities in accordance with the majority vote of the officers at meetings held regularly, in accordance with the terms of the Constitution and by-laws. Due to the voluntary nature of officer service and the purposes for which the club is organized, California law renders the club and its officers immune from suit in relation to any activities it organizes or oversees.

The club does not maintain any policy of insurance on behalf of itself, its officers, or any member. The club, its officers, and its members do not warrant the accuracy of any information it disseminates, the quality of any merchandise distributed during meetings or other events, the skill or experience of any participant in any club activity or any provider of training or equipment, or the safeness of any activity in which the club or its members engage.

Snorkeling, skin diving, scuba diving, swimming, and related activities such as boat travel to dive sites, attendance at club picnics, other events/activities, and general meetings, present inherent, substantial risks to participants, **including severe injury and death**. Club activities may take place at a substantial distance from facilities providing medical treatment, decompression, recompression, or rescue services. **Every participant** in club activities is expected to take **full personal responsibility** for his or her certification as a scuba diver, the safety of equipment, the adequacy of training, his or her physical and mental health, compliance with standard safety rules, and each and every decision relating to the activities in which he or she engages during club activities. For this reason, the club no longer requires that members list their certifying agency or card number. The club encourages its members to

take every available precaution against harm to themselves and others, but will not attempt to regulate any member's behavior, equipment, or ability to participate in club activities. Dive boats, landing operators and other facilities the club may use have their own rules and regulations which members are expected to follow during any excursion sponsored or attended by the club.

By signing this document, I acknowledge that I fully assume all of the risks of harm, including loss of life, personal injury, and property damage, involved in my participation in club activities. I do so voluntarily, knowingly and intelligently. Unless indicated below, I am eighteen years of age or older and legally competent to execute legal documents such as this.

As a further condition of participation in the activities of the club, I agree to hold harmless and release the club from liability for any and all harm resulting to me while engaged in a club-sponsored activity. I agree to hold harmless and release the club's officers and members from liability for any and all harm resulting to me while engaged in a club-sponsored activity, excepting intentional, wanton and willful misconduct by a member or officer. I further agree and acknowledge that the express assumption of risk and release of liability set forth above shall be binding my heirs, assigns, representatives, executors, spouse, and agents.

In acknowledging my express assumption of risk and agreeing to the release of liability set forth above, I am not relying on any written or oral statements by any third party or by any officer or member of the club purporting to alter or waive the terms of this acknowledgement, and fully understand that this document means what it expressly states.

I further agree and acknowledge that this document shall, in the event of a disagreement concerning its terms, intent or effect, be construed in accordance with the laws of the State of California, regardless of the domicile or citizenship of any party thereto. If any portion of this acknowledgement and release is found to be invalid or unenforceable, the provision shall be severed from this agreement and not limit the application of the remainder.

I hereby grant full permission to the Club to use photographs, videotapes, and or other record of my participation in Club activities, including my names, likeness, and/or voice.

I understand that I may revoke this acknowledgment and agreement at any time other than during a club activity, but that I must simultaneously, by written instrument directed to the President of the club, renounce my membership in the club and commit not to participate in further club activities. Annual dues are not refundable.

Members under the age of eighteen years must also have a custodial parent or legal guardian sign below on their behalf.

Signature of Diver _____ Date _____

Signature of Parent or Guardian (Where Applicable) _____ Date _____

Signature of Witness _____ Date _____