

Signature Underwater Diver's Membership Agreement

This Membership Agreement is a document of understanding, and limitation of liability, between the undersigned Signature Underwater Diver's Club member (hereinafter referred to as MEMBER) and the Signature Underwater Diver's Club (hereinafter referred to as Signature Underwater Diver's Club). This agreement, when signed by the MEMBER and accepted by Signature Underwater Diver's Club, together with the duly constituted Signature Underwater Diver's Club Bylaws and Club Rules, is the basis for all Signature Underwater Diver's Club actions and activities relating to the MEMBER. If any term or condition of this agreement is in conflict with any provision of the Signature Underwater Diver's Club Bylaws or Club Rules, their terms and conditions shall take precedence.

DEFINITIONS:

The term Signature Underwater Diver's Club, as used in this agreement, refers to the entity known as the Signature Underwater Diver's Club including its elected officers, appointed representatives, and the aggregate of all Signature Underwater Diver's Club members. The term MEMBERSHIP, as used in this agreement, refers to the aggregate of all Signature Underwater Diver's Club members, including the elected officers and appointed representatives. The term MEMBER, as used in this agreement, refers to the undersigned Signature Underwater Diver's Club MEMBER.

DIVING QUALIFICATION:

The Signature Underwater Diver's Club is a social club, the members of which share a common interest in the sport of scuba diving. As a condition of membership, the MEMBER represents that he/she has been certified as a scuba diver by a nationally recognized dive training agency. The MEMBER understands and acknowledges that Signature Underwater Diver's Club has not judged his/her abilities or qualifications to participate in the sport of scuba diving, or in any particular Signature Underwater Diver's Club diving activity. The MEMBER agrees that he/she is solely responsible for gathering information pertaining to any Signature Underwater Diver's Club diving activity, judging the accuracy and completeness of this information, including the accuracy and completeness of any information provided by Signature Underwater Diver's Club, and for using this information to assess his/her abilities and qualifications to participate in any Signature Underwater Diver's Club diving activity.

SAFETY:

The MEMBER understands and acknowledges that scuba diving is an inherently dangerous activity and participation in such activity may result in injury, permanent physical impairment, or death. The Signature Underwater Diver's Club, as a matter of club policy, desires to promote the general safety of scuba diving. To this end, Signature Underwater Diver's Club has a Dive Coordinator as well as Club Rules pertaining to diving safety. The MEMBER understands and acknowledges, however, that he/she is solely responsible for his/her safety. This includes, but is not limited to, the responsibility for analysis of the diving conditions, such as visibility, depth, and current; development and analysis of a dive plan or proposed dive plan; selection and condition of personal dive equipment; selection of and judging the adequacy of any dive buddy or dive group; selection of the proper dive procedures to be used on a particular dive; selection of, and judging the adequacy of, training and/or equipment of a dive boat and/or its crew, or of other diving facilities. The MEMBER'S responsibility shall further include, but is not limited to, the selection of, or judging the adequacy of, any non-diving facilities or of any air, sea, or ground transportation associated with any club activity.

REEF PROTECTION:

Signature Underwater Diver's Club policy requires all members and guests to be respectful of and sensitive to fragile reef systems and their inhabitants. MEMBER and guests will strive to maintain neutral buoyancy and will keep their gauges, fins, camera equipment, and bodies from contacting all living parts of the reefs. In a spirit of cooperation, members and guests will remind each other of their infractions to this policy. MEMBER and guests will receive these reminders in the spirit in which they are given. If you are repeatedly observed not complying with this policy, Signature Underwater Diver's Club may deny your participation in future club trips or events.

Signature Underwater Diver's Membership Agreement (con't)

SIGNATURE UNDERWATER DIVER'S CLUB SPONSORED DIVES:

The Signature Underwater Diver's Club organizes dive trips, locally and to foreign locations, for the benefit of the MEMBERSHIP. The MEMBER understands and acknowledges that Signature Underwater Diver's Club is acting only as an organizer and coordinator for the convenience of the MEMBERSHIP, and not as an agent, or insurer, of the MEMBER. The Signature Underwater Diver's Club does NOT represent or warrant that a dive resort or dive facility, air, sea, or ground transportation will be as expected; or that the expected services will actually be delivered; or that the safety facilities or procedures will be adequate; or that medical facilities or supplies will be adequate or available. It is agreed that the MEMBER is solely responsible for determining the financial and physical risks associated with a SIGNATURE UNDERWATER DIVER'S CLUB SPONSORED dive and that by participation in such a dive, the MEMBER agrees to assume all risks, including those stated above. It is further understood and agreed that Signature Underwater Diver's Club may realize net revenues from a dive trip as defined in the Club Rules. Said revenues may be returned to the Signature Underwater Diver's Club treasury for the benefit of the MEMBERSHIP.

OTHER SIGNATURE UNDERWATER DIVER'S CLUB ACTIVITIES:

The Signature Underwater Diver's Club may organize non-diving activities for the benefit of the MEMBERSHIP. The Signature Underwater Diver's Club does NOT represent or warrant that these activities are suitable for the MEMBER, or that any expectations of the MEMBER will be fulfilled. It is agreed and acknowledged that the MEMBER is solely responsible for determining the suitability of such activities for him/her.

LIMITATION OF LIABILITY:

The MEMBER shall, and hereby does, for himself/herself, personal representatives, and any and all others who would claim by, through, or under him/her release and hold harmless the Signature Underwater Diver's Club, its elected officers, appointed representatives and individual MEMBERS from all expense and liability for damages and/or injuries sustained by the MEMBER arising from the MEMBER'S participation in any Signature Underwater Diver's Club activity. This release shall also include any damages or injuries sustained by the MEMBER resulting from any Good Samaritan efforts by a dive buddy or dive group or by any Signature Underwater Diver's Club elected officer, appointed representative, or individual MEMBER.