



California State University  
**MONTEREY BAY**  
Extraordinary Opportunity



**RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS and PHOTO RELEASE**

Activity: Skin diving and compressed gas diving

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Activity Date(s) and Time(s): August 22 - December 18th 2022

Activity Location(s): CSUMB Aquatic Center and dive sites located throughout Monterey County

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In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I **release from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, Monterey Bay, the University Corporation at Monterey Bay, the Otter Student Union at CSU Monterey Bay, and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **harmless** from any and all claims, including attorney's fees or damage to my personal property which may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I give the University the absolute right and permission to use my photograph or video in its promotional materials and publicity efforts. I understand that the photographs/videos may be used in a publication, print ad, direct-mail piece, electronic media, website, or other forms of promotion. I release the University, the photographer, their officers, employees, agents, and designees from liability for any violation of many personal or proprietary right I may have in connection with such use.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.**

I have been informed and understand there remains a risk of exposure to COVID-19. I understand that regardless of any precautions taken, an inherent risk of exposure to COVID-19 will exist

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.



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I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Participant Name (print): \_\_\_\_\_

*If Participant is under 18 years of age:*

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant’s behalf, (b) promising not to sue on my and the Participant’s behalf, (c) and assuming all risks of the Participant’s participation in this Activity, including travel to, from and during the Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

\_\_\_\_\_  
 Signature of Minor Participant’s Parent/Guardian

\_\_\_\_\_  
 Name of Minor Participant’s Parent/Guardian (print)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Minor Participant’s Name



**EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

**PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING**

**EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH DIVING AND RELATED ACTIVITIES**

I \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with snorkeling, skin and/or scuba diving, and instruction related thereto ("Diving Activities").

I understand that these risks can lead to severe injury and even loss of life.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber.

I understand that snorkeling, skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during Diving Activities, and that if I am injured as a result of heart attack, stroke, panic, hyperventilation, drowning or any other cause, that I expressly ASSUME THE RISK of said injuries and that I will not seek to hold any other party responsible for the same.

I understand that Diving Activities may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and competent medical assistance. Despite this, I choose to proceed with these Diving Activities even in the absence of a recompression chamber and competent medical assistance.

I understand that there are hazards and risks associated with travel to and from dive sites ("Dive Travel"), including, but not limited to the possible injury or loss of life as a result of a boating accident

Regardless of the potential hazards and risks associated with Diving Activities and Dive Travel, I wish to proceed and I HEREBY PERSONALLY ASSUME ALL HAZARDS AND RISKS, including possible personal injury, loss of life and/or property damage, arising out of or in connection with Diving Activities and/or Dive Travel, whether foreseen or unforeseen, that may befall me while I am a participate in these activities.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:**

In consideration of being allowed to participate in Diving Activities, Dive Travel, and use the facilities and equipment of the parties listed below, I understand and agree that neither my:

Instructor(s): Andrew Morgan, Sloane Lofy, Sara Namay, Travis Leggett, Jose Salazar, Paulina Salinas-Ruiz

The facility through which I receive my instruction: CSUMB aquatic Center and dive sites located throughout Monterey County

Others: CSUMB faculty staff and volunteers

nor the National Association of Underwater Instructors, Inc., nor their affiliate and subsidiary organizations, nor any of their respective employees, officers, directors, representatives, agents, contractors, volunteers, or assigns (hereinafter collectively referred to as the "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me or my property that may occur as a result of my participation in Diving Activities or Dive Travel, or as a result of the negligence of any party, including the Released Parties, whether passive or active, foreseen or unforeseen.

I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT I, MY ESTATE, HEIRS, EXECUTORS OR ASSIGNS MAY HAVE FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OF LIFE BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE WITH THE EXCEPTION OF GROSS NEGLIGENCE, FORESEEN OR UNFORESEEN, WHICH ARISE FROM DIVING ACTIVITIES OR DIVE TRAVEL.

By executing this Agreement, I agree to hold the Released Parties harmless from and against all claims or causes of action for any personal injury, property damage, or loss of life which may occur during Diving Activities or and/or Dive Travel.

I hereby declare that I am of legal age and am competent to sign this Agreement, or if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Released Parties other than what is set forth in this Agreement.

I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America. If any provision, section, subsection, clause or phrase of this Agreement is found to be unenforceable or invalid, that part shall be stricken from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable or invalid part had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties on my behalf or as a result of my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

*I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.*

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Witness (Name) \_\_\_\_\_ Signature \_\_\_\_\_

Signature of Parent or Guardian If Participant Is a Minor, and by their signature they, on my behalf release all claims that both they and I have.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

Witness (Name) \_\_\_\_\_ Signature \_\_\_\_\_



## Diver Medical | Participant Questionnaire

Recreational scuba diving and freediving requires good physical and mental health. There are a few medical conditions which can be hazardous while diving, listed below. Those who have, or are predisposed to, any of these conditions, should be evaluated by a physician. This Diver Medical Participant Questionnaire provides a basis to determine if you should seek out that evaluation. If you have any concerns about your diving fitness not represented on this form, consult with your physician before diving. If you are feeling ill, avoid diving. If you think you may have a contagious disease, protect yourself and others by not participating in dive training and/or dive activities. References to "diving" on this form encompass both recreational scuba diving and freediving. This form is principally designed as an initial medical screen for new divers, but is also appropriate for divers taking continuing education. For your safety, and that of others who may dive with you, answer all questions honestly.

### Directions

**Complete this questionnaire as a prerequisite to a recreational scuba diving or freediving course.**

**Note to women:** If you are pregnant, or attempting to become pregnant, *do not dive*.

1	I have had problems with my lungs, breathing, heart and/or blood affecting my normal physical or mental performance.	Yes <input type="checkbox"/> Go to box <b>A</b>	No <input type="checkbox"/>
2	I am over 45 years of age.	Yes <input type="checkbox"/> Go to box <b>B</b>	No <input type="checkbox"/>
3	I struggle to perform moderate exercise (for example, walk 1.6 kilometer/one mile in 14 minutes or swim 200 meters/yards without resting), OR I have been unable to participate in a normal physical activity due to fitness or health reasons within the past 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
4	I have had problems with my eyes, ears, or nasal passages/sinuses.	Yes <input type="checkbox"/> Go to box <b>C</b>	No <input type="checkbox"/>
5	I have had surgery within the last 12 months, OR I have ongoing problems related to past surgery.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
6	I have lost consciousness, had migraine headaches, seizures, stroke, significant head injury, or suffer from persistent neurologic injury or disease.	Yes <input type="checkbox"/> Go to box <b>D</b>	No <input type="checkbox"/>
7	I am currently undergoing treatment (or have required treatment within the last five years) for psychological problems, personality disorder, panic attacks, or an addiction to drugs or alcohol; or, I have been diagnosed with a learning or developmental disability.	Yes <input type="checkbox"/> Go to box <b>E</b>	No <input type="checkbox"/>
8	I have had back problems, hernia, ulcers, or diabetes.	Yes <input type="checkbox"/> Go to box <b>F</b>	No <input type="checkbox"/>
9	I have had stomach or intestine problems, including recent diarrhea.	Yes <input type="checkbox"/> Go to box <b>G</b>	No <input type="checkbox"/>
10	I am taking prescription medications (with the exception of birth control or or anti-malarial drugs other than mefloquine (Lariam)).	Yes <input type="checkbox"/> *	No <input type="checkbox"/>

### Participant Signature

**If you answered NO** to all 10 questions above, a medical evaluation is not required. Please read and agree to the participant statement below by signing and dating it.

**Participant Statement:** I have answered all questions honestly, and understand that I accept responsibility for any consequences resulting from any questions I may have answered inaccurately or for my failure to disclose any existing or past health conditions.

\_\_\_\_\_  
Participant Signature (or, if a minor, participant's parent/guardian signature required.)

\_\_\_\_\_  
Date (dd/mm/yyyy)

\_\_\_\_\_  
Participant Name (Print)

\_\_\_\_\_  
Birthdate (dd/mm/yyyy)

California State University Monterey Bay

\_\_\_\_\_  
Instructor Name (Print)

\_\_\_\_\_  
Facility Name (Print)

\* **If you answered YES** to questions 3, 5 or 10 above **OR** to any of the questions on page 2, please read and agree to the statement above by signing and dating it **AND take all three pages of this form (Participant Questionnaire and the Physician's Evaluation Form) to your physician** for a medical evaluation. Participation in a diving course requires your physician's approval.

## Diver Medical | Participant Questionnaire Continued

<b>BOX A – I HAVE/HAVE HAD:</b>		
Chest surgery, heart surgery, heart valve surgery, an implantable medical device (eg, stent, pacemaker, neurostimulator), pneumothorax, and/or chronic lung disease.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Asthma, wheezing, severe allergies, hay fever or congested airways within the last 12 months that limits my physical activity/exercise.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
A problem or illness involving my heart such as: angina, chest pain on exertion, heart failure, immersion pulmonary edema, heart attack or stroke, OR am taking medication for any heart condition.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Recurrent bronchitis and currently coughing within the past 12 months, OR have been diagnosed with emphysema.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Symptoms affecting my lungs, breathing, heart and/or blood in the last 30 days that impair my physical or mental performance.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX B – I AM OVER 45 YEARS OF AGE AND:</b>		
I currently smoke or inhale nicotine by other means.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
I have a high cholesterol level.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
I have high blood pressure.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
I have had a close blood relative die suddenly or of cardiac disease or stroke before the age of 50, OR have a family history of heart disease before age 50 (including abnormal heart rhythms, coronary artery disease or cardiomyopathy).	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX C – I HAVE/HAVE HAD:</b>		
Sinus surgery within the last 6 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Ear disease or ear surgery, hearing loss, or problems with balance.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Recurrent sinusitis within the past 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Eye surgery within the past 3 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX D – I HAVE/HAVE HAD:</b>		
Head injury with loss of consciousness within the past 5 years.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Persistent neurologic injury or disease.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Recurring migraine headaches within the past 12 months, or take medications to prevent them.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Blackouts or fainting (full/partial loss of consciousness) within the last 5 years.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Epilepsy, seizures, or convulsions, OR take medications to prevent them.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX E – I HAVE/HAVE HAD:</b>		
Behavioral health, mental or psychological problems requiring medical/psychiatric treatment.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Major depression, suicidal ideation, panic attacks, uncontrolled bipolar disorder requiring medication/psychiatric treatment.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Been diagnosed with a mental health condition or a learning/developmental disorder that requires ongoing care or special accommodation.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
An addiction to drugs or alcohol requiring treatment within the last 5 years.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX F – I HAVE/HAVE HAD:</b>		
Recurrent back problems in the last 6 months that limit my everyday activity.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Back or spinal surgery within the last 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Diabetes, either drug or diet controlled, OR gestational diabetes within the last 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
An uncorrected hernia that limits my physical abilities.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Active or untreated ulcers, problem wounds, or ulcer surgery within the last 6 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
<b>BOX G – I HAVE HAD:</b>		
Ostomy surgery and do not have medical clearance to swim or engage in physical activity.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Dehydration requiring medical intervention within the last 7 days.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Active or untreated stomach or intestinal ulcers or ulcer surgery within the last 6 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Frequent heartburn, regurgitation, or gastroesophageal reflux disease (GERD).	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Active or uncontrolled ulcerative colitis or Crohn's disease.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>
Bariatric surgery within the last 12 months.	Yes <input type="checkbox"/> *	No <input type="checkbox"/>



## Research Diving Program



### CSUMB Research Diving Program Statement of Understanding and Student Learning Agreement for Skin and Scuba Diving Training

The diving course you are about to begin is an exciting and demanding challenge. It will allow you to eventually explore the “other three-fourths” of our planet that is underwater. To accept the call of underwater adventure, you must be aware of the risks involved in the sport and be willing to study and practice to achieve success.

This course will require heavy physical exertion. You will need to be able to equalize pressure in your ears and sinuses. Your breathing and circulatory systems must also be in good health. You will need to complete an AAUS Medical Evaluation of Fitness for SCUBA Diving Report along with a medical history form. Medical exam intervals are articulated on the forms provided; if you are enrolled in a continuing education course, you may not be required to complete a new medical exam. You will also need to read, discuss and sign 2 waivers, release and indemnity agreements (NAUI & CSUMB Specific), along with this document. If you are a minor, you will need to have a guardian sign these forms in addition to yourself. These forms are returned to the instructor and kept in your file with the Diving Safety Officer.

Skin and scuba diving are equipment sports. Some equipment is personal and needs to be purchased. Do not purchase equipment until it has been discussed in class and you know how to evaluate your purchases.

The cost of this course is included in the price of your tuition along with a \$140 course fee, and includes the use of diving equipment from the CSUMB Research Diving Locker. Additional costs in order to complete the course will be learning materials (eLearning & certification media), diving first aid training (Rescue and other continuing education courses), some basic diving equipment based on which course you are enrolled (see below) and parking fees at local dive locations where parking is metered.

You are highly encouraged to purchase the following equipment:

**MSCI 280:**

- Diving Mask & Snorkel
- Dive Gloves

**MSCI 282**

- Diving Mask & Snorkel (if not purchased during MSCI 280)
- Dive Boots & Fins (Minimum 5mm neoprene boots, open heel fins)

**MSCI 283**

- Items required in MSCI 280 & 282, if not purchased during these course(s)
- 7mm diving wetsuit

***The costs associated with purchasing equipment vary depending on many factors. Consulting with your instructor, the diving safety officer and retail staff at the local dive shop is crucial in selecting appropriate equipment for our class. Local dive shops extend discounts to students upwards of 20% off of retail prices.***

Important information is included in every course session. Because diving is built from a few basics to more complex concepts, you must attend every session or your training will be incomplete. You will be required to make up any missed sessions. Bring paper and pencil to take notes in class. Your notes will help you study for the classroom evaluations. You will need to successfully complete a final examination and successfully demonstrate all required skills in open water in order to be certified. Additional evaluation information can be found in your course syllabus.

***If you are unable to complete the certification in the time allotted for the semester, it is your responsibility to coordinate with the instructor of the course to arrange times to make up the missed items. If 12 months elapses from the end of the semester of which you were enrolled, you must re-enroll in the course and start the course over.***

The course meeting times (classroom, confined water & open water training sessions) are articulated in the course schedule. Some training sessions (night diving) may necessitate meeting outside of the established times. Ample notice will be provided to accommodate scheduling.

Open water training sessions are subject to the instructor's and staff's assessment of environmental conditions; when ocean conditions are not fit for diving activities, other training activities will be conducted.

NAUI Worldwide has developed diver education systems to help you study and become familiar

with diving terminology and understand the concepts and physical laws that apply to skin and scuba diving. Complete education systems have been packaged for each level of training, for example, the NAUI Scuba Diver Education System for the NAUI Scuba Diver Course contains a textbook, dive tables, log book, plus a video and audio tape presentation of the academic content. Everything you need to pre-study or review the academic material, in a format that is consistent with your dominant learning style, is contained in the system. Whether assigned in conjunction with scheduled classroom sessions or as a whole, the education systems approach to diver training will help you be a better diver. You may purchase yours at:

**Bamboo Reef Scuba Diving Center - Monterey**  
**614 Lighthouse Ave #1008**  
**Monterey, CA 93940**

I understand and agree that by enrolling in this course I am incurring obligations for attendance, skill performance and financial responsibility. I understand and agree that mastering the subject matter and skills of skin and scuba diving are largely dependent on me. That my instructor is only able to assist and guide me as I proceed through the training process. That my accounts with the facility and/or the instructor must be settled before I will receive my NAUI certification card. I also understand and agree that learning to skin or scuba dive requires a commitment of time, money, cooperation and practice in order to be certified. I am willing to accept the risks and responsibilities for my own actions. I understand that the instructor must make the final judgment as to my competency to be a safe diver and be awarded certification.

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Student Signature

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Print Name

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Date

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Guardian Signature, if applicable

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Printed Name

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Instructor's signature

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Printed Name