



FIELD WAIVER & LIABILITY DISCLAIMER

THIS DEED OF INDEMNITY AND WAIVER (this "Waiver") is made the _____ day of _____ between

_____ and each of the Little Cayman Research Centre (the "Research Centre"), the Central Caribbean Marine Institute (also known as CCMI), incorporated under the laws of the State of New Jersey and recognized as a federal 501(c)(3) non-profit organization and its affiliates, CCMI, a company limited by guarantee in the United Kingdom, and CCMI, a local company incorporated in the Cayman Islands and registered as a local charity and any of their respective parent companies, subsidiaries and affiliates (together hereinafter called "CCMI").

In consideration of being given the opportunity to participate in a CCMI program (the "Program") at the Research Centre, the Participant hereby acknowledge, agree and confirm as follows: the Participant is aware of the skills needed for, and recognize the risks of injury or harm that may occur as a result of participation in the Program. The Participant assumes such risks on the Participant's own as a condition of being permitted to participate in the Program. To the Participant's knowledge, the Participant has no existing medical condition that could worsen or result in further injury to himself or herself or to others as a result of the Participant's participation in the Program. The Participant understand that neither CCMI, nor the Research Centre nor any of their affiliates nor any of their officers, directors, trustees, agents or employees is responsible for administering any medication required by the Participant and /or any medical care required by the Participant whatsoever (together "Medical Treatment") during participation in the Program. In case of emergency, the Research Centre or any of its officers, directors, trustees, agents or employees is authorized to seek necessary Medical Treatment for the Participant, and the Participant accepts full financial responsibility for all the costs of such Medical Treatment and any associated costs connected thereto

In the event that CCMI or the Research Centre or any of their affiliates or any of its officers, directors, trustees, agents or employees deems it necessary at their sole discretion to evacuate the Participant from the Research Centre for any reason including (without limitation) in the event of a threat of a hurricane or other act of god or to relocate into an alternative building for example (without limitation) a shelter, the Participant hereby authorize CCMI or the Research Centre or any of their affiliates or any of its officers, directors, trustees, agents or employees to take any and all action that they deem necessary ("Emergency Action") and the Participant accepts all financial liabilities related thereto. But nothing contained herein shall oblige CCMI to take any Emergency Action.

The Participant hereby releases and forever discharges CCMI and any of their parent companies, subsidiaries and affiliates, and their respective officers, directors, trustees, shareholders, agents, employees, successors and assigns all in their official or individual capacities ("Indemnified Persons") from any and all actions, costs, suits, demands, claims, damages, losses and liabilities direct or indirect howsoever arising (including without limitation reasonable attorney's fees) of any type or kind whatsoever arising out of or caused ("Loss") by the Participant's participation in the Program, any Medical Treatment or medical care provided or as a result of any Emergency Action taken or in connection with any damage, loss or theft of any of the Participant's personal property, equipment, clothing, or effects. In full awareness of the above and in consideration of the Participant's participation of the program, the Participant agrees to indemnify and hold harmless Indemnified Persons from all Loss that the Participant, his heirs, personal representatives and dependents may have for injury (including injury resulting in death) and for the loss of or damage (however caused) to his personal belongings arising in any manner out of the Participant's presence or activities while participating in a program of CCMI.

The Participant hereby agree to indemnify, defend and hold harmless the Indemnified Persons from and against any Loss of any type or kind whatsoever arising out of or caused by participation in the Program any Medical Treatment or medical care provided or as a result of any Emergency Action taken.

The Participant understand and agree that none of the Indemnified Persons may be held liable or responsible in any way for any injury, death, or other damages to the Participant, or any of their estate, heirs or assigns that may occur as a result of participation in the Program or as a result of the negligence of any party, including the Indemnified Persons, whether passive or active. In consideration of being allowed to participate in the Program, the Participant hereby personally assume all risks of the Program, whether foreseen or unforeseen, that may befall the Participant while participating in the Program, including but not limited to the academics, confined water and/or open water activities including (without limitation) any snorkeling or other swimming activities, or the use of public or private transportation. The Participant further release, exempt and hold harmless the Indemnified Persons from any claim or lawsuit by the Participant, his/her family, or any of the Participant's estate, heirs, or assigns, arising out of enrollment and participation in the Program. This Waiver may be signed in counterpart, each of which shall be deemed an original, but all of which shall constitute on instrument.

The Participant acknowledge and agree that any Indemnified Person may rely on the terms of this Waiver and take the benefit of any of the terms contained herein. The Participant understand and agree that the Research Centre or CCMI has the discretionary right to terminate the Participant's participation in the Program if they conclude further participation would pose a risk to the safety of myself or others or if they conclude the Participant's behaviour is disruptive to the best interests of the Program. Permission is hereby given for the use the Participant's likeness, photographs, statements, video tape, voice, music or articles in the promotion of future programs. The Participant has read, understood and agree to the booking terms and conditions stated on the CCMI's website www.reefresearch.org (Participant initial)_____.

This Waiver is governed by the laws of the Cayman Islands and the courts of the Cayman Islands shall have exclusive jurisdiction.

EXECUTED and DELIVERED as a DEED

By

Participant or Parent or Legal Guardian if Participant is a minor

Print Name _____

Witness Signature _____

Print Name _____

EXECUTED and DELIVERED as a DEED

For and on behalf of CCMI

Print Name _____

Witness Signature _____

Print Name _____

Return to: CCMI
PO Box 37, Little Cayman
KY3 2501, Cayman Islands

Questions: ccmiapplications@reefresearch.org
Phone 345-948-1094
<http://www.reefresearch.org>



SCUBA DIVING WAIVER (For divers only)

THIS AGREEMENT (this "Agreement") made _____ day of _____ between _____ (hereinafter called the "User") and each of the Little Cayman Research Centre (the "Research Centre"), the Central Caribbean Marine Institute (also known as CCMI), incorporated under the laws of the State of New Jersey and recognized as a federal 501c(3) non-profit organization and its affiliates, CCMI, a company limited by guarantee in the United Kingdom, and CCMI, a local company incorporated in the Cayman Islands and registered as a local charity and any of their respective parent companies, subsidiaries and affiliates (together hereinafter called "CCMI").

I, _____ (Participant), agree, that in order to obtain educational credit or educational and research experience I have determined to participate in the field program offered by the Research Centre. CCMI neither runs nor has responsibility for operating or overseeing any transportation including airlines or ground transport, or accommodations provided in this program.

Whereby it is agreed that in consideration of CCMI making available and/or contracting out the services of boats, diving gear, and equipment relating thereto, or belonging to, or in the possession of CCMI, and in reliance upon the statement of the User that he/she is _____ (check) or is not _____ (check) a qualified SCUBA diver with a valid diving certificate issued by _____ (Certifying Agency) _____ (Certification Number) and with _____ (#) years experience, with _____ (#) open water dives, the User hereby for himself, his heirs, his personal representatives and dependents, hereby releases, discharges and agrees to hold harmless CCMI, its successors and assigns and its trustees, directors, officers, employees, representatives, any other participating and/or sponsoring entities and authorized agents (individually or collectively), all in their official or individual capacities from all actions, proceedings, claims and demands that the User, his heirs, personal representatives and dependents may have for injury (including injury resulting in death) however caused or sustained by the User and for the loss of or damage (however caused) to his personal belongings suffered while in the field, in trucks, cars, on boats, or any other vehicle, diving, while using diving gear or other equipment relating thereto belonging to or in the possession of CCMI, including, but not limited to, such injury, loss or damage resulting directly or indirectly from negligence or failure to take reasonable care to see that the User will be reasonably safe, of CCMI, its trustees, directors, officers, employees, representatives or authorized agents, all in their official or individual capacities, from the malfunction of diving gear, snorkel gear, or other equipment, and from operation, use, of loading, unloading or un-seaworthiness of boats or other watercraft owned, maintained, or operated by CCMI or any other agency or vendor.

I, _____, hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. The User confirms that he/she is ultimately responsible for his/her own safety and agrees to obey all the rules and regulations of SCUBA certification. It is clearly the diver's or snorkeler's responsibility to refuse to dive or snorkel if in his/her judgment, conditions are unsafe. I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in a recompression chamber. I further understand that any open water diving trips which are necessary for training and for certification, may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither CCMI, its successors and assigns and its trustees, directors, officers, employees, representatives, any other participating and/or sponsoring entities and authorized agents (individually or collectively), all in their official or individual capacities (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in diving or as a result of the negligence of any party, including the Released Parties, whether passive or active. In consideration of being allowed to participate in this program, I hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall me while I am a participant in this program, including but not limited to the academics, confined water and/or open water activities. I further release, exempt and hold harmless said course and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my enrollment and participation in this course including both claims arising during the course or after I receive my certification.

I also understand that skin diving and scuba diving as well as other activities undertaken during this program are physically strenuous activities and that I will be exerting myself, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

In full awareness of the above and in consideration of my participation of this trip, I agree to indemnify and hold harmless CCMI, its successors and assigns and its trustees, directors, officers, employees, representatives, any other participating and/or sponsoring entities and authorized agents (individually or collectively), all in their official or individual capacities from all actions, proceedings, claims and demands that the User, his heirs, personal representatives and dependents may have for injury (including injury resulting in death) and for the loss of or damage (however caused) to his personal belongings arising in any manner out of my presence or activities while participating in a program of CCMI. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which shall constitute one instrument

I have read, understood and agree to the booking terms and conditions stated on the CCMI's website and having also read and understood the PADI safe diving practices also posted on the CCMI's website I agree to follow those safe diving practices (**Participant initial**) _____

EXECUTED and DELIVERED as a DEED

By _____ Witness Signature _____
Participant or Parent or Legal Guardian if Participant is a minor
 Print Name _____ Print Name _____
 If you are SCUBA certified, a copy of your diver certification card must be kept on file with CCMI.

EXECUTED and DELIVERED as a DEED

For and on behalf of **CCMI**
 _____ Witness Signature _____
 Print Name _____ Print Name _____



STANDARD SAFE DIVING PRACTICES STATEMENT OF UNDERSTANDING

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled from PADI for your review and acknowledgement and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian.

I, (Print Participant Name) _____, understand that as a diver (Certifying Company and Certification #) _____ I should:

1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity.
2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave diving unless specifically trained to do so.
3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Deny use of my equipment to uncertified divers. Always have a buoyancy control device and submersible pressure gauge when scuba diving. Recognize the desirability of an alternate air source and a low-pressure buoyancy control inflation system.
4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities.
5. Adhere to the buddy system throughout every dive. Plan dives including communications, procedures for reuniting in case of separation, and emergency procedures with my buddy.
6. Be proficient in dive-table usage. Make all dives no-decompression dives and allow a margin of safety. Have a means to monitor depth and time under water. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 60 feet/18 meters per minute.
7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while under water. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving.
8. Breathe properly for diving. Never breath hold or skip breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and under water and dive within my limitations.
9. Use a boat, float, or other surface support station whenever feasible.
10. Know and obey local diving laws and regulations, including fish-and-game and dive-flag laws.

I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well being, and that failure to adhere to them can place me in jeopardy when diving

By: _____ (Participant Signature) _____ (Date)

(Parent(s) or Guardian(s) signature(s) (Parent(s) or Guardian(s) (Print)

If Participant is a minor, parent/ legal guardian must also sign. If you are SCUBA certified, a copy of your diver certification card must be sent to be kept on file with CCMI.

Medical Information

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 SCUBA diving or other aspects of the field experience**. A positive response to a question does not necessarily disqualify you from diving or other activities. A positive response means that there is a preexisting condition that may affect your safety and we recommend you seek the advice of your physician prior to engaging in certain activities.

Please answer with the full word YES or NO to the following:

Are you pregnant or attempting to become pregnant?		Are you currently receiving any medical care?	
Are you presently taking any medications (excepting birth control or anti malarial)?		Do you have any form of Diabetes?	
Do you smoke a pipe, cigars or cigarettes?		Do you have asthma, wheezing whilst breathing or whilst exercising?	
Do you have a high cholesterol level?		Do you have frequent or severe attacks of hay fever or allergy reactions?	
Do you have a family history of heart attacks or strokes?		Do you have frequent colds, sinusitis or bronchitis?	
Do you have high blood pressure?		Do you have any form of lung disease?	

Have you ever had or do currently have – please answer YES or NO:

Pneumothorax (collapsed lung)?	
Other chest disease or chest surgery?	
Behavioral health, mental or psychological problems (panic attack, fear of closed or open spaces)?	
Epilepsy, seizures, convulsions or take medications to prevent these?	
Recurring complicated migraine headaches or take medications to prevent them?	
Blackouts or fainting (full/partial loss of consciousness)?	
Frequent or severe suffering from motion sickness (seasickness or carsickness etc)	

Please answer the following questions on your past or present medical history with a **YES** or **NO**.

Past and present medical history

Dysentery or dehydration requiring medical intervention?	
Any dive accidents or decompression sickness?	
Inability to perform moderate exercise (example: walk 1.6 km/one mile within 12 minutes)?	
Head injury with loss of consciousness in the past five years?	
Recurrent back problems?	
Back or spinal surgery?	
Diabetes?	
Back, arm or leg problems following surgery, injury or fracture?	
High blood pressure or take medicine to control blood pressure?	
Heart disease?	
Heart attack?	
Angina, heart surgery or blood vessel surgery?	
Sinus surgery?	
Ear disease or surgery, hearing loss or problems with balance?	
Recurrent ear problems?	
Hernia?	
Ulcers or ulcer surgery?	
A colostomy or ileostomy?	
Recreational drug use or treatment for, or alcoholism in the past five years	
Is there any additional information about your medical conditions for which a physician in another country should be made aware? (if yes please provide details on a separate sheet)	

Emergency Contact Information

Participant's Name		Participants Date of Birth (DD/MM/YY)		Age at course start date	
Address					
Phone (home)		Phone (cell)		Phone (school)	

Emergency Contact (different from Parent / Guardian)

Full Name		Relationship to participant	
Address			
Phone (home)		Phone (work)	Phone (cell)

Participants Doctor Information

Participants Doctor			
Surgery Address			
Surgery Phone number		Surgery email address	

Confidential Health Information for Emergency Purposes

Insurance Company and Policy Number which covers you on this trip: _____

DAN / Travelers EMS Diver Preferred Insurance Card Number (for SCUBA divers): _____

Prescription Medications used regularly (please include all medications):

Allergies (allergies to medications, food, or other substances):

Blood Type (if unknown please leave this blank): _____

Dietary requirements

List any special dietary requirements or foods that the participant cannot eat (please note CCMI cannot cater for all special requirements):

In the event of an emergency and I/we (Parent/Guardian) cannot be reached, I/we give our consent to authorise treatment or hospital care which in the best judgment of a licensed physician is deemed advisable.

The information I have provided about my medical history (above and below) is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health condition.

Signature of Participant _____ Date: _____

Signature of Parent or Guardian _____ Date: _____

(Needed if Participant is under the age of 18)