First Name | Last Name

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SSI Snorkel Diver, Try Freediving, and Try Mermaid Fit To Dive Screening and Responsible Diver Code

Breath-Hold Diving including Snorkeling, Freediving and Mermaiding are adventurous and exciting activities, but can also be strenuous and potentially dangerous. As with any aquatic adventure, especially those relying on specialized equipment, there are inherent dangers which cannot be eliminated that may cause serious illness, injury or death. You must be in good health to breath-hold dive. If you have any questions about your medical, mental or physical fitness to dive, you should consult a physician to assess your individual risk factors.

This form is to help you determine if you should be evaluated by a physician. If you have any doubt about your fitness to dive, then you must obtain approval from a physician prior to diving. Failure to obtain a physician's approval to dive may significantly increase your risk of illness, injury or death. You are solely responsible for honestly evaluating your fitness to dive and you are ultimately responsible for your safety and wellbeing when engaged in dive activities (including boat travel, putting on/taking off dive equipment, getting in and out of the water, etcetera).

Additionally, if you are under the influence of alcohol or recreational drugs, unable to swim, prone to panic attacks, unable to exercise good judgment or you are unable to be responsible for you own wellbeing, then you have a significant increase to risks of illness, injury and death while in the water and you should unconditionally refrain from swimming or diving. Failure to complete this form truthfully may result in serious illness, injury or death.

Answer each of the following questions about your past and present medical conditions by filling in the corresponding [NO] or [YES] box. If you are not sure, then answer [YES].

Do you currently have or have you been treated within the last 12 months for any of the following:

1. A heart, circulatory, blood, blood pressure, or bleeding abnormality that affects your ability to swim? [No]☐ [Yes]☐
2. A breathing or lung disorder (such as asthma or shortness of breath)? [No]☐ [Yes]☐
3. Musculoskeletal, stamina, strength, or mobility disorders that affects your ability to swim? [No]☐ [Yes]☐

If you answered [YES] to any of these questions, then you must additionally complete the Diver Medical Participation Questionnaire. The Diver Medical Participation Questionnaire is a more thorough medical screening form used to determine if you need to be evaluated by a physician prior to any in-water diving activities.

SSI Snorkel Diver, Try Freediving, and Try Mermaid Responsible Diver Code

I agree to be responsible and to comply with the following SSI Snorkel Diver, Try Freediving, and Try Mermaid Responsible Diver Code during all diving activities:

4. I am responsible for my own safety and well-being during all Snorkel, Freedive, and Mermaid sessions, including but not limited to; equalizing my air spaces, not overstaying my breath-hold ability, maintaining proper buoyancy, and never swim into or under something that would prevent me from ascending directly to the surface.
5. I am responsible for being physically, medically, and mentally fit to participate all Snorkel, Freedive, and Mermaid sessions; and I will not hold others responsible or liable for any injury, illness, or death caused by my failure to disclose a known medical condition.
6. I am responsible for immediately notifying my dive leader if I am not comfortable or I have a problem.
7. I will follow all safety instructions provided by my dive leader and will remain with my dive leader throughout the session; however, if I become separated and cannot locate my dive leader, I will exit the water.
8. I understand Snorkel, Freedive, and Mermaid training does not guarantee my safety and that accidents happen even when proper procedures are followed.
9. In the event that I do not feel comfortable, capable, or willing to fulfill these Responsibilities then I will not dive.

I understand the importance of being a responsible diver and I pledge to abide by the SSI Snorkel Diver, Try Freediving, and Try Mermaid Responsible Diver Code. I understand failure to abide by the Responsible Diver Code will jeopardize my safety and well-being.

I explicitly agree to accept full responsibility for failing to disclose any past or current health condition that affects my safety while diving.

Participant's Signature | Signature of Parent/Guardian (When Applicable)

Date (DD/MM/YY) | Date (DD/MM/YY)

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First Name | Last Name

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Privacy Policy

This Privacy Policy explains why SSI Training Centers obtain your personal data for the purposes of conducting your training, issuing certifications, administration of your private information and any other necessary specifics regarding the performance of this agreement.

We review this Privacy Policy periodically for compliance with changes to the GDPR (General Data Protection Regulation) and other relevant regulations. When necessary, we will update the Policy to comply with new requirements.

SSI and SSI Training Centers jointly determine the purpose, scope and delivery of training content, processing, issuing and delivering certifications and administration of your personal data stored in the MySSI system at SSI International GmbH, Johann-Hoellfritsch-Straße 6, 90530 Wendelstein, Germany, Email: info@diveSSI.com, Tel:+49-9129-9099380.

If you have questions or you would like a copy of the Joint Controller Agreement which describes the arrangement above and the safeguards of protecting your personal data, go to the following link: https://my.divessi.com/ssi_dc_joint_controller_agreement, or contact SSI at privacy@diveSSI.com.

1. SSI Authorized Training Center "Data Controller"

SSI Training Center Name	Denver Dives with Ali, LLC DBA Denver Divers
Street, PO Box	557 Milwaukee Street
ZIP Code, City	80206, Denver
State, Country	Colorado, USA

2. Personal Data

"Personal data" is any information relating to an individual person ("data subject"). An identifiable natural person is one who can be identified, directly or indirectly, by reference to information such as a name, identification number, location data, or online identification. Name(s), address(es), telephone number(s), e-mail address(es), user ID(s), credit card number(s), social media account ID(s), login username(s), IP address(es) and GPS data are considered personal data.

3. Processing Your Personal Data

SSI International GmbH, SSI Training Centers, your SSI Instructor and other SSI Professionals may all be involved in your training, processing, and delivery of your certification, therefore we need to collect and process the following personal data:

- First and Last Name
- Address, Post Box
- Postcode, City
- State, Country
- Email Address
- Telephone Numbers (optional)
- Date of Birth
- Gender
- Photo
- Language
- SSI Master ID
- Course Type, Course Progress
- Certification Data (Number, Date, Instructor, Instructor Number, Number of Certification Dives, Certification Year)
- Training Center Affiliation
- MySSI App Geo Locations
- Medical Information
- Insurance Data (when applicable)
- SSI Professional Number (only for SSI Professionals)
- Quality Assurance Data (for Professionals)

NOTE: The personal data we collect is for the sole purpose of delivering training content, processing, issuing and delivering certifications, and administration of your personal data stored in the MySSI system.

With your registration in the MySSI system, you will be able to access everything SSI – Digital Training Materials, Digital DiveLog, Certification Cards and more at the SSI website www.divessi.com or on the MySSI mobile app. Additionally, SSI International GmbH (SSI), your SSI Training Center, SSI Instructors and SSI Professionals will have access to your personal data for training and certification purposes.

For more information you may go to the SSI Privacy Policy at https://my.divessi.com/myssi_privacy. Here you will learn more about data processing, MySSI, the associated services provided by SSI and how your certification card is automatically processed upon your completion of training.

When you initially register at MySSI you will receive an email from SSI with your Username and Password. Additionally, you will be provided a link to the SSI Privacy Policy describing how your personal data will be used. Activation of your MySSI account is mandatory to access your personal profile, training progress, certifications, education level and much more.

Upon completion of all academic, pool and open water training, SSI will process your digital certification card information – Your Name, Customer Number (Master ID), SSI Training Center, Certifying Instructor, Year You Started Diving, Level of Experience, Number of Dives, and Issue Date. All this information is accessible through our MySSI account.

The described processing is necessary for the performance of a contract (Article 6 (1) (b) General Data Protection Regulation).

By registering in MySSI, you are consenting to share your personal data: Name (First and Last), Address (Postbox), Postcode (Zip), City, State, Country, Email Address, Telephone Numbers (optional), Date of Birth, Photo, Language, Gender, SSI Master ID, Course Type, Course Progress and Certification Information (Name, SSI Training Center, Certifying Instructor, Year You Started Diving, Level of Experience, Number of Dives and Issue Date), plus your Training Center Affiliation. Additionally, you are consenting to share all personal information voluntarily provided

First Name | Last Name

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by you and stored in MySSI (e.g. – specific diving insurance policies (when applicable), Medical Statement for Student and Professional) for processing certification through other SSI Service Centers. You may choose to affiliate or do business with any SSI Service Center or SSI Training Center around the world. For a complete list of all Service Centers and Training Centers log on to https://my.divessi.com/ssi or https://my.divessi.com/divecenter.

By giving your consent, SSI Training Centers may subsequently access your personal data described above in order to identify you, verify or confirm the status of your training and certifications and to offer you continued training and services based on your diving experience. For more information on the relevant data processing and data sharing accessed in the MySSI system, go to MySSI Privacy Policy https://my.divessi.com/myssi_privacy.

Legal basis for the described processing is consent (Article 6 (1) (a) General Data Protection Regulation).

4. Special rules for youth under the age of 16

Youth under the age of 16 cannot participate in any SSI training without the explicit consent of their parent or legally appointed guardian. Personal data for youth under the age of 16 is only used for conducting training and issuing certifications as described above.

Youth under the age of 16 who visit www.diveSSI.com cannot register or use the MySSI system without consent from their parent or legal guardian. SSI strongly recommends that the parent or legal guardian closely monitor their youth's internet activities until they are of legal age.

5. Transferring your personal data to third parties

In the event of a diving incident or a complaint against an SSI Professional, your SSI Training Center may transfer your personal data to SSI (SSI International GmbH, Johann-Hoellfritsch-Straße 6, 90530 Wendelstein, Germany) by email to info@diveSSI.com. As required by law, it may also be necessary to forward this same information to other SSI Service Centers or third parties involved in a case or in the performance of this agreement, e.g. – insurance companies, public authorities or other companies affiliated with SSI. This is only as necessary for fulfilling the training requirement, complying with legal obligations and ensuring our legitimate interests.

Your SSI Training Center will also transfer your personal data to SSI while storing and processing your personal data. If necessary, this includes the Medical Statement for either the student or the SSI Instructor/Professional for the administration and processing of your training and certifications managed by SSI in the MySSI system – my.diveSSI.com.

The purpose of processing and storing your personal data is necessary for the legitimate interests pursued by SSI (Article 6 (1) (f) General Data Protection Regulation).

We may also transfer your personal data to the following service providers in order to complete your training:

- IT service providers and/or providers of data hosting services;
- Service providers of software solutions who also support SSI in providing services including marketing tools, marketing agencies, communication service providers and call centers;
- Third parties that provide service to you, e.g. - parcel services for the shipment of your credentials, payment service providers and banks for processing payment;
- Other necessary third parties, e.g. - auditors, insurance companies, legal representatives, etc.;
- Officials and other public entities as required by law, e.g. - tax authorities, etc.; and,
- Industry partners within the dive industry for the purpose of personalized advertising of diver training, products and services with the user's consent. This includes, for example, advertising for diving insurance, membership for divers, promotion of local training programs and events conducted by Training Centers, etc.

The processing is necessary for the purposes of the legitimate interests pursued by us (Article 6 (1) (f) General Data Protection Regulation).

SSI will transfer your personal data to external service providers only when third parties are processing the data on our behalf. We will enter into a data processing agreement to ensure that both the security of your data and our information is only used in accordance with our Privacy Policy.

6. Transferring your personal data to third parties outside of the US/EU/EEA

SSI will transfer your personal data to SSI Service Centers or other contractual partners outside the US/EU/EEA for verification of your SSI training and certifications. However, such transfers do not change anything in our obligation to protect your personal data in accordance with this Privacy Policy. We will only transfer personal data to a third party or international organization if the controller has provided the appropriate safeguards.

When information is transferred outside the US/EU/EEA and whether this is to an SSI affiliate or vendor in a country that is not subject to an adequacy decision by the EU Commission, data is adequately protected by the EU Commission approved standard contractual clause; https://ec.europa.eu/info/strategy/justice-and-fundamental-rights/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en. For more information on appropriate Privacy Shield certification go to: https://www.privacyshield.gov, or for a vendor's Processor Binding Corporate Rules, see: https://ec.europa.eu/info/strategy/justice-and-fundamental-rights/data-protection/data-transfers-outside-eu/binding-corporate-rules_en.

7. Data Security

SSI takes an appreciable amount of technical and organizational security to protect your personal data from unintentional or unauthorized modification, deletion, loss, theft, viewing, forwarding, reproduction, use, alteration or access. SSI and our staff comply with confidentiality and data privacy regulations. Likewise, all authorized agents who have access to your personal data to fulfill their professional duties are also subject to the same obligations of confidentiality and data privacy.

First Name | Last Name

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8. Data Retention

SSI will retain your personal data to the extent permitted in the Privacy Policy. After the end of that relationship, SSI will only retain your records to perform the purposes set out in this agreement. Additionally, SSI and local law may require your SSI Training Center to retain your training records for an extended period of time. While in other cases, SSI may only need to retain your personal data for as long as it takes for administration purposes and to protect itself from any legal claims. For more information about SSI data retention policies, go to; https://my.divessi.com/myssi_privacy.

In the case of a registered user that does not activate the MySSI account and does not get certified within 12 months after registration, the user data and account will automatically be user disabled from the MySSI system.

For more information about the MySSI data retention policies, go to MySSI Privacy Policy at https://my.divessi.com/myssi_privacy.

9. Your Rights

Your rights regarding SSI processing and storage of your personal data:

- You have the right to access and receive a copy of your personal data at SSI, Art. 15 General Data Protection Regulation (GDPR).
- If your personal data is incorrect or no longer current, you have the right to modify the information, Art. 16 GDPR.
- You have the right to obtain verification your personal data has been deleted from MySSI, ("right to be forgotten"), Art. 17 GDPR.
- You have the right to receive a copy of your personal data in a commonly used and legible format. You also have the right to know that we may transmit your data to another controller Art. 20 GDPR.
- You have the right to obtain a copy of any restriction of processing where the prerequisites have been met, Art. 18 GDPR.
- You have the right to not be the subject of a decision based solely on an automated process, including profiling, which may result in legal consequences or any similar affect concerning you, Art. 22 GDPR.

10. Your right to object

Where your personal data is concerned for the use of direct marketing, you have the right to object to that use.

Additionally, if we process your data even for legitimate reasons, you also have the right to object at any time if grounds develop out of your specific situation.

So that SSI may process your inquiry regarding the rights listed above and ensure your personal data is not given to any unauthorized third parties, please email SSI a short description and clear direction regarding your request to object and or modify your personal data stored at SSI.

You also have the right to file a complaint with the data protection authority. In particular, the data protection authority in the country or state of your residence or place of work, if you believe that processing your personal data violated applicable data protection laws, Art. 77 GDPR.

Participant's Name (Print)	Participant's Signature	Date (DD/MM/YY)
Print Name of Parent/Guardian (When Applicable)	Signature of Parent/Guardian (When Applicable)	Date (DD/MM/YY)

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First Name | Last Name

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SSI Snorkel Diver, Try Freediving, and Try Mermaid Assumption of Risk, Liability Release & Hold Harmless Agreement

This form is used for SSI Introductory Breath-Hold Programs including Snorkel Diver, Try Freediving and Try Mermaid programs. This is a legal contract terminating your rights to file a lawsuit. Read carefully before signing. Warning – Breath-Hold Diving involves swimming underwater while holding your breath, which is inherently dangerous and may cause serious injury, illness or death.

Snorkeling/Freediving/Mermaiding/Breath-Hold Diving - any diving activity where the participant holds their breath, including dry land breath-holds, surface breath- holds, and/or in-water breath holds, which may include the use of equipment like mask, fins, or snorkels, as well as specialized freediving/ breath-hold equipment like monofins and nose-plugs to achieve longer breath-holds durations, deeper depths and longer distances.

In consideration of being allowed to participate in an SSI Introductory Breath-Hold Program, I, _____ (print name of participant) expressly agree to be bound by this Agreement and comply with the Responsible Diver Code described below. I understand this Agreement is between me, my family, estate, heirs, and/or anyone who may have a claim on my behalf, and Denver Dives with Ali, LLC d/b/a Denver Divers (print name of training center), including all instructors, facilities, boats, and dive sites; in addition to Scuba Schools International ("SSI"), and all respective owners, officers, employees, representatives, volunteers, agents, contractors, and any others on their behalves, whether specifically named or not (herein referred to as "Released Parties").

I voluntarily assume all risks of injury, illness and death, caused by Snorkeling, Freediving, Mermaiding and all related activities, whether foreseeable or not, including but not limited to risks associated with: swimming, entering and exiting the water, falling on, struck by or abandoned by a boat, separation or lost underwater, holding my breath, becoming unconscious, pre-existing health conditions, heart failure, over-exertion, panic, drowning, pressure related injuries, decompression illness, environmental and marine life injuries, unknown causes, equipment malfunctions, improper dive planning, or improper action of other divers or support personnel (including failure to rescue, recover, resuscitate, or provide emergency assistance).

I agree to waive, release, not sue, discharge, save, indemnify, and hold harmless the Released Parties of all claims, demands, causes of action, lawsuits and damages by me, my estate, family (including my minor children), heirs, or others who may have a claim for my injury, illness or death as a result of any act or failure to act, including negligence by the Released Parties, associated with my training and all related activities. I agree that it is my responsibility to inform my family and all those who may have legal rights on my behalf that I have entered into this Agreement and it is my intent that they be bound by this Agreement. I agree that me or my estate shall be fully liable (pay for) for the cost to the Released Parties for any claim brought on my behalf arising as a consequence of my participation in Snorkeling, Freediving, and Mermaiding and all related activities.

I understand SSI licenses SSI Training Centers, SSI Professionals, and their affiliates to use various SSI trademarks and to conduct SSI training, but I agree they are not agents, employees, or franchisees of SSI, its parent, subsidiary, or affiliated corporations. I further understand that SSI Training Centers, SSI Professionals, and their affiliates' businesses are independent, and are neither owned, operated, or controlled by SSI, and that while SSI establishes standards and materials for SSI training programs, it is not responsible for, nor does it have the right to control, the operation of the business activities or the day-to-day training programs and/or supervision of divers by SSI Training Centers, SSI Professionals, their affiliated businesses, and/or their associates' staff. I further understand and agree on behalf of myself, that in the event of injury, illness or death during dive activities, I shall not hold SSI liable for the actions, inactions or negligence of the SSI Training Center, SSI Professionals, and other affiliated businesses or personnel associates with my dive activities.

I have read this Agreement and the SSI Snorkel Diver, Try Freediving, and Try Mermaid Fit To Dive Screening and Responsible Diver Code. I expressly understand my responsibilities and that I am giving up legal rights by signing this Agreement. I understand this is a legal contract and I am voluntarily signing it without inducement or duress. I understand this is an unconditional and complete release of all liability to the greatest extent allowed by law. If any portion of this Agreement is found to be legally unenforceable, that portion shall be severed, and the remainder shall have full legal force. `I agree to be bound by this Agreement without modification of the preprinted text.

I am over 18 years of age and legally competent to engage in this Agreement, or I have acquired the written consent of my parent or guardian by completing the SSI Youth Addendum form.

Participant's Name (Print)	Participant's Signature	Date (DD/MM/YY)
Parent/Guardian (Print)	Parent/Guardian Signature	Date (DD/MM/YY)

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YOUTH ADDENDUM – INCORPORATED AS AN ADDENDUM TO THE ASSUMPTION OF RISK, LIABILITY RELEASE & HOLD HARMLESS AGREEMENT

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM AND THE ASSUMPTION OF RISK, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT.

THIS YOUTH ADDENDUM TO THE ASSUMPTION OF RISK, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT IS VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE.

Participant's Name (Print)	Participant's Signature	Date (DD/MM/YY)
Print Name of Parent/Guardian (When Applicable)	Signature of Parent/Guardian (When Applicable)	Date (DD/MM/YY)

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