



PRIVACY STATEMENT AND DATA PROCESSING CONSENT FORM

I agree that the SSI Dive Center / Dive Resort / Dive School Texas Dive Center Inc. ("Controller") as well as third parties involved in the performance of the contract (e.g. SSI Professionals/Instructors for the execution of the dive training, parcel services for the delivery of my certification) may process my personal data (name, address, country, e-mail address, photo, date of birth, phone number if necessary, information provided by me on my state of health, my certification number and, if necessary, also a medical certificate) for the purposes of conducting my training, my certification and the administration of my membership as well as other purposes necessary for the performance of the contract.

I am aware that the Controller, as well as my diving instructor (SSI Professional), may transfer the personal data mentioned above for administrative purposes (e.g. in case of diving accidents, complaints) to SSI International GmbH, Johann-Hoellfritsch-Straße 6 - 90530 Wendelstein, Germany, info@diveSSI.com, Tel. +49-9129-909938-0 ("SSI") as well as SSI Service Centers and other third parties involved in resolving the respective case or in the performance of the contract (e.g. insurance companies, public authorities, companies affiliated with SSI), as far as this is necessary in order to fulfill the contract, comply with legal obligations or ensure legitimate interests.

I further agree that the Controller may store and further process the above mentioned personal data (including the medical certificate if necessary, but excluding information provided by me on my state of health) for the purposes mentioned above using the online system ("MySSI", my.diveSSI.com) managed by SSI and thereby forward my personal data to SSI and SSI Service Centers. Once my data has been collected in MySSI, I will receive from SSI an automatic email with username and password, as well as additional privacy information related to the MySSI area, which I must acknowledge in order for my MySSI account to be activated. The activation allows direct access to teaching content and personal profile information (e.g. learning progress, certifications, educational level, etc.), but also constitutes the necessary prerequisite for any SSI certification due to security reasons.

This means that, in case of revocation of the consent for the processing of my personal data in the MySSI system, no training can be done with SSI, and in case of deletion of my personal data based on my request, already obtained certifications become invalid.

Controller may transmit the personal data mentioned above to companies and contractual partners outside of the EU/EEA in compliance with relevant data protection laws.

The personal data will be retained by Controller for ten years after the ending of the business relationship with the customer or until the expiry of the guarantee, warranty, limitation and statutory retention periods valid for the Controller and/or beyond this until the ending of any legal disputes in which the data are required as evidence.

After activation of the personal account by confirming the MySSI Data Protection Declaration, the personal data stored in MySSI will be retained for an unlimited time to enable SSI to confirm the status of training and certification at any time. If a registered user neither activates the MySSI account nor gets certified within 36 months after registration, the data will automatically be deleted from the MySSI system.

At any time, you have the right to know the personal data stored and the right to request to correct or delete the data. Furthermore, you have the right to revoke the consent given at any time, taking into account the consequences described by revocation and cancellation. In addition, you have the right to request a transfer of data and to complain to the authorities in charge. If you have any questions or need to execute any of these rights, please contact the Controller, or for inquiries related to the MySSI system, contact SSI directly.

For persons under the age of 16, this declaration must also be signed by a parent or legal guardian.

I have carefully read and hereby acknowledge and, where applicable, agree to this Privacy Statement and Data Processing Consent Form.

Signature	Date (DD/MM/YY)	Signatures of Parents or Guardians Where Applicable	Date (DD/MM/YY)



SSI Training Center #809676
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30.10.2019



SSI STATEMENT OF UNDERSTANDING

FOR SNORKELING, FREEDIVING AND SCUBA DIVING PROGRAMS

You are about to embark on an exciting and rewarding adventure. Diving is an exciting and enjoyable lifetime sport that will challenge both your mind and body. There are inherent risks involved in diving including serious injury or death, as you would expect from any demanding outdoor activity, but these risks are minimized through proper instruction.

The purpose of this Statement of Understanding is to provide you and your Instructor with a way to focus on the important responsibilities you each have for your successful training as a diver. When you have completed this training you will be ready to enjoy gaining more open water diving experience.

Learning to dive is similar to growing up. As you grew you shared the responsibility for your well-being and your quality of life with your parents. As time passed you took more and more of the responsibility until you became wholly responsible for yourself as an adult. During your training as a diver you will share the responsibility with your Instructor. As the program progresses your Instructor will gradually shift the responsibility for your own safety and enjoyment to you.

As a part of the SSI program printed materials, there will be times and places for both you and your Instructor to sign off that you are comfortable with what has been accomplished and you are ready to continue the training.

To enter the very different underwater world requires special equipment. Therefore, diving is an equipment intensive sport.

With this in mind, you will want to use correct, complete, high quality equipment. Much of your instruction will concern equipment and the related skills.

Based on extensive diving experience and training, your Instructor has developed a high degree of caring about and for student divers. This will be clearly brought out during the program and during the completing of both this statement and your medical history form. Please be as complete and honest as possible. If you are unsure concerning any aspects of the program, please ask.

The following responsibilities are carefully designed to help assure that you will have a safe and enjoyable experience learning to dive.

INSTRUCTOR RESPONSIBILITIES — AS YOUR INSTRUCTOR, I AGREE TO PROVIDE:

- An SSI program of instruction in diving activities.
- SSI program educational materials.
- The use of the SSI audiovisual teaching system.
- Complete information on all program costs.
- Proof of my current Instructor certification.
- Current liability insurance for diving instruction (where applicable).
- Information on health and safety considerations, such as when not to dive and important skills needed to dive safely.
- Several open water training dives or assistance in arranging for open water training by referral.
- Certification upon satisfactory completion of the program.

STUDENT RESPONSIBILITIES — AS A STUDENT, I AGREE TO:

- Be in good physical and mental health for diving and to complete a medical history form. You may be required to have a medical examination.
- Prove that I know how to swim and am comfortable in the water. You do not necessarily need to be a good swimmer.
- Attend all classes or make up missed classes.
- Complete all class assignments.
- Pay program fees, rental fees, or other costs as listed by the Instructor.
- Take care of personal dive equipment and equipment assigned to me.
- Always stay with my assigned partner, Instructor or group during water work.
- Give special and careful consideration to the needs and safety of my diving buddy.
- Perform skills as requested, but not attempt any skill I do not feel ready to safely perform. Your Instructor will provide additional time or instruction, if needed.
- Complete the required number of open water dives within the allotted time frame in accordance with SSI Standards.
- Inform my Instructor if I am excessively cold or tired; under undue stress; injured; low on air; not feeling well; become separated from my dive partner and/or group; or have been sick during the preceding week. The two of you will then decide what is in your best interests. You should not dive if you are having a difficulty with yourself (physical or mental), your equipment or the environment.

MUTUAL RESPONSIBILITIES — TOGETHER AS INSTRUCTOR AND STUDENT, WE AGREE TO:

- Buy, rent or provide diving equipment as mutually agreed. This varies depending on the situation, but it needs to be clearly understood before continuing with the program.
- Not use any intoxicating liquor or dangerous drugs before diving.
- Communicate as completely and as clearly as possible.
- Be considerate of the rights, feelings and needs of each other and the others involved in the program.
- Each be ultimately responsible for our own personal actions.
- Work together and share the responsibility for the diving program, as preparation for later diving adventures.
- Having read and discussed this Statement of Understanding, we agree to conduct ourselves as described above.

Student's Name (PRINTED)

Age

Student's Signature

Parent or Guardian signs here IF STUDENT IS A MINOR

Instructor's Name (PRINTED)

Instructor N°

Instructor's Signature

Date (DD/MM/YY)



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SSI WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

NOTE: This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the legal guardian.

Liability Releases are not applicable in every country. Please ask your Dive Center/Resort if this form needs to be signed.

I, _____
(PARTICIPANT'S NAME) HEREBY acknowledge and agree that SNORKELING/SCUBA DIVING/ RECREATIONAL REBREATHING DIVING IS A POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and/or death and/or property damage. I FURTHER ACKNOWLEDGE that diving with compressed gas involves risks and injuries that can occur which require treatment in a medical facility and/or recompression chamber. I UNDERSTAND that open water diving trips, which are necessary for training and certification or for other diving activities, may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

I UNDERSTAND AND AGREE that snorkeling, scuba diving and related activities involve physical exertion in a marine environment that expose me to risk of injury or death from heart attack, panic, hyperventilation, hypothermia, drowning, fatigue and exhaustion, as well as from wind and weather conditions, tides, currents, waves, equipment failure, interactions with watercraft, swimmers and aquatic life, rocks, docks, pilings, buoys and other potential hazards, any or all of which may not be visible, known or anticipated, and I agree these are all INHERENT RISKS of my chosen activity. I HEREBY ASSUME ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the NEGLIGENCE of the Releasees or otherwise.

To the fullest extent allowed by law, I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Scuba Schools International or any of its parent, subsidiary or affiliated companies ("SSI"), as well as Texas Dive Center Inc.

DIVE CENTER/DIVE RESORT/DIVE SCHOOL the dive center / dive resort / dive school, all of their instructors and dive professionals, and all of their parent, subsidiary or affiliated companies, agents, employees, officers, directors, owners or sponsors (the "Releasees") FROM ALL RESPONSIBILITY OR LEGAL LIABILITY TO ME, my personal representatives, assigns, heirs and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN OR FROM MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I agree that my participation in snorkeling/scuba diving/recreational rebreather diving is entirely voluntary and of my own free will.

I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether caused by the NEGLIGENCE of the Releasees or otherwise.

I HEREBY ACKNOWLEDGE THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS.

This document constitutes the FINAL AND ENTIRE AGREEMENT regarding the subjects it covers, and it is binding upon the heirs, successors and assigns of the parties even if I die or become

incapacitated. This document supersedes any and all other documents or oral statements, and I represent that I am not relying upon any oral or written representations that conflict with what is set forth in this document.

This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as permitted by applicable laws, but it is not intended to assert any claims or defenses that are prohibited by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I UNDERSTAND AND AGREE that SSI Dive Centers, Diving Schools, Resorts their affiliated Dive Professionals, associated with the program in which I am participating, are licensed to use various SSI Trademarks and to conduct SSI training, but are not agents, employees or franchisees of Scuba Schools International or any of its parent, subsidiary or affiliated companies ("SSI").

I FURTHER UNDERSTAND AND AGREE that the Dive Center, Diving School, Resort and their affiliated Dive Professionals business activities are independent, and are neither owned nor operated by SSI, and that while SSI establishes the standards for SSI diver training programs, SSI is not responsible for, nor does it have the right to control, the operation of the business activities and the day-to-day conduct of SSI programs and/or supervision of divers by the Dive Center, Diving School, Resort and their affiliated Dive Professionals or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my heirs or estate will have any legal right to sue or to hold SSI liable for the actions, inactions or negligence of the Dive Center, Diving School, Resort and their affiliated Dive Professionals and other affiliated personnel associated with the activity.



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WAIVER RELEASE VERIFICATION

I HAVE READ this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive professional the potential dangers incidental to engaging in the course and/or activity of snorkeling/scuba diving/ recreational rebreather diving and related diving operations.

PARTICIPANT'S NAME

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)

MINOR WAIVER RELEASE VERIFICATION

As parent or guardian, I am signing this document on behalf of my minor child and on behalf of all of the child's parents and guardians, and we agree to be specifically bound to all the terms and conditions of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, and fully understand its terms, understand that we have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me.

I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees in the event of a claim or suit by or on behalf of the minor child.

Additionally, I understand the risks of injury while snorkeling or scuba diving and have had the opportunity to personally discuss the diving activities or instructional program with the dive leader prior to commencement of the minor child's snorkeling or scuba activities.

MINOR PARTICIPANT'S NAME

Name (Please Print)

MINOR'S PARENT/GUARDIAN'S NAME

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)





RISK AWARENESS VERIFICATION

TO BE SIGNED BY PARTICIPANT AFTER VIEWING RISK AWARENESS ENTRY LEVEL VIDEO — PARTS 1 AND 2 OR READING THE APPROPRIATE TEXTS AND PRIOR TO ANY WATER WORK:

PARTICIPANT'S NAME

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)

WITNESS

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)

TO BE SIGNED BY PARTICIPANT AFTER VIEWING RISK AWARENESS CONTINUING EDUCATION VIDEO (PART 3) AND PRIOR TO CONTINUING EDUCATION TRAINING DIVES:

PARTICIPANT'S NAME

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)

WITNESS

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)

TO BE SIGNED BY PARTICIPANT AFTER VIEWING RISK AWARENESS FOR MINORS VIDEO OR READING THE APPROPRIATE TEXT PRIOR TO ANY WATER WORK:

MINOR PARTICIPANT'S NAME

Name (Please Print)

MINOR'S PARENT/GUARDIAN'S NAME

Name (Please Print)

(Signature Required)

Date (DD/MM/YY)





MEDICAL STATEMENT

PATIENT RECORD — CONFIDENTIAL INFORMATION

Please read carefully before signing.

This is a statement in which you are informed of some potential risks involved in freediving and scuba diving and of the conduct required of you during the freediving and/or scuba training program. Your signature on this statement is required for you to participate in the freediving and/or scuba training program offered by:

	Texas Dive Center Inc	Lubbock	Texas
(Instructor)	and (Facility)	City	State

Read and discuss this statement prior to signing it. You must complete this Medical Statement, which includes the medical-history section, to enroll in the freediving and/or scuba training program. If you are a minor, you must have this Statement signed by a parent.

Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is very safe. When established safety procedures are not followed, however, there are dangers.

To freedive and/or scuba dive safely, you must not be extremely overweight or out of condition. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with heart trouble, a current cold or congestion, epilepsy, asthma, a severe medical problem, or who is under the influence of alcohol or drugs should not dive. If taking medication, consult your doctor and the Instructor before participation in this program. You will also need to learn from the Instructor the important safety rules regarding breathing and equalization while freediving and/or scuba diving. Improper use of freediving and/or scuba equipment can result in serious injury. You must be thoroughly instructed in its use under direct supervision of a qualified Instructor to use it safely.

If you have any additional questions regarding this Medical Statement or the Medical History section, review them with your Instructor before signing.



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MEDICAL HISTORY

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 freediving and/or scuba diver training. A positive response to a question does not necessarily disqualify you from diving. **A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of your physician prior to participating in diving activities.**

Please answer the following questions on your past or present medical history **with a YES or NO.** If you are not sure, answer YES. If any of these items apply to you, we request that you consult with a physician prior to participating in freediving and/or scuba diving. **Your Instructor will supply you with a medical statement and guidelines for Recreational Freediving & Scuba Diving physical examination to take to your physician.**

Could you be pregnant, or are you attempting to become pregnant?

Are you presently taking prescription medications? (with the exception of birth control or anti-malarial)

ARE YOU OVER 45 YEARS OF AGE AND CAN ANSWER YES TO ONE OR MORE OF THE FOLLOWING?

currently smoke a pipe, cigars, or cigarettes

have a family history of heart attacks or strokes

high blood pressure

have a high cholesterol level

are currently receiving medical care

diabetes mellitus, even if controlled by diet alone

HAVE YOU EVER HAD OR DO YOU CURRENTLY HAVE...

Asthma, or wheezing with breathing, or wheezing with exercise?

Frequent or severe suffering from motion sickness (seasick, carsick, etc.)?

Heart disease?

Frequent or severe attacks of hayfever or allergy?

Dysentery or dehydration requiring medical intervention?

Heart attack?

Frequent colds, sinusitis or bronchitis?

Any dive accidents or decompression sickness?

Angina, heart surgery or blood vessel surgery?

Any form of lung disease?

Inability to perform moderate exercise (example: walk 1.6 km/ one mile within 12 mins.)?

Sinus surgery?

Pneumothorax (collapsed lung)?

Head injury with loss of consciousness in the past five years?

Ear disease or surgery, hearing loss or problems with balance?

Other chest disease or chest surgery?

Recurrent back problems?

Recurrent ear problems?

Behavioral health, mental or psychological problems (panic attack, fear of closed or open spaces)?

Back or spinal surgery?

Bleeding or other blood disorders?

Epilepsy, seizures, convulsions or take medications to prevent them?

Diabetes?

Hernia?

Recurring migraine headaches or take medications to prevent them?

Back, arm or leg problems following surgery, injury or fracture?

Ulcers or ulcer surgery?

Blackouts or fainting (full/partial loss of consciousness)?

High blood pressure or take medication to control blood pressure?

A colostomy or ileostomy?

Recreational drug use or treatment for, or alcoholism in the past five years?

The information I have provided about my medical history is accurate to the best of my knowledge. I understand and agree that a failure to disclose any existing or past health condition can result in serious injury or death and I expressly assume any and all risks for any omissions I have made, whether intentional or unintentional, in the disclosure of any existing or past health conditions.

Signature

Date (DD/MM/YY)

Signature of Parent or Guardian

Date (DD/MM/YY)



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Just one is needed, but feel free to list more

EMERGENCY CONTACT INFORMATION

EMERGENCY CONTACT

EMERGENCY CONTACT

Name

Name

Relationship

Relationship

Home Phone

Home Phone

Work Phone

Work Phone

EMERGENCY CONTACT

EMERGENCY CONTACT

Name

Name

Relationship

Relationship

Home Phone

Home Phone

Work Phone

Work Phone

