

Paradise Dive Club

Membership Form

Effective: _____

Please print legibly using an ink pen. Be sure to fill out all sides, sign, and date. Deliver membership form and dues to the current membership director at the next club meeting

Name: _____

E-mail Address: _____

Address: _____

City, State, Zip: _____

Home phone: _____

Cell phone: _____

Membership: ☐ New ☐ Renewal

Method of payment: ☐ Cash ☐ Check ☐ Venmo

(make checks payable to Paradise Dive Club)

The Executive Committee requires that you read and agree to the following as a condition of membership.

Rules Of Conduct

1. Potential guest speakers shall only be scheduled through the club's Entertainment Officer.
2. No member or officer of the Club shall receive money or remuneration for personal gain from any club function.
3. No member or officer of the Club shall represent the Club in any official manner without prior approval from the Executive Committee.
4. No member may use the Club name, logo, or the names of its officers or sponsor(s) in any way that may be construed as an endorsement of any product, event, activity, trip, cause, etc. without written consent from the Executive Committee.
5. All members and officers shall behave in such a way as to bring credit to the Club and its sponsor(s).

By signing this document, I acknowledge that I have read the above "Rules Of Conduct" and will abide by them.

Name of Member *[print]*: _____

Signature of Member: _____ Date: _____

**PARADISE DIVE CLUB MEMBER
EXPRESS ASSUMPTION OF RISK ACKNOWLEDGEMENT
AND RELEASE OF LIABILITY**

By my signature below, I hereby acknowledge and agree to the following:

Paradise Dive Club (“the club”) is an unincorporated association of individuals organized mutually and voluntarily in the vicinity of Santa Barbara, California, operating subject to a Constitution and by-laws. Its purposes are social, educational, and recreational. The officers of the club are periodically elected by majority vote of the current members. The officers are volunteers and not compensated for their efforts on behalf of the club. Annual dues collected from members are used solely to finance and subsidize club-related activities in accordance with the majority vote of the officers at regularly held meetings, in accordance with the terms of the Constitution and by-laws. Due to the voluntary nature of officer service and the purposes for which the club is organized, California law renders the club officers immune from personal liability in relation to any activities it organizes or oversees pursuant to California Corporation Code §5239(a)(c).

The club does not maintain any policy of insurance on behalf of itself, its officers, or any member. The club, its officers, and its members do not warrant the accuracy of any information it disseminates, the quality of any merchandise it may distribute during raffles or other fundraising events, the skill or experience of any participant in any club activity or any provider of training or equipment, or guaranty the safety or evaluate, rank, deny or minimize the risk of any activity in which the club or its members and member guests engage, all of which are specifically and exclusively assumed and appreciated by the member and/or member guest at his/her own risk.

Snorkeling, skin diving, scuba diving, swimming, and related activities such as boat travel to dive sites, and attendance at club picnics and general meetings, present inherent, substantial risks to

participants, **including severe injury and death**. Club activities may take place at a substantial distance from facilities providing medical treatment, decompression, recompression, or rescue services. **Every participant** in club activities is expected to take **full personal responsibility** for his or her certification as a scuba diver, the safety of equipment, the adequacy of training, his or her physical and mental health, compliance with standard safety rules, and each and every decision relating to the activities in which he or she engages during club activities. For this reason, the club no longer requires that members list their certifying agency or card number. The club encourages its members to take every available precaution against harm to themselves and others, but will not attempt to regulate any member’s behavior, equipment, or ability to participate in club activities. Dive boats and landing operators have their own rules and regulations which members are expected to follow during any excursion sponsored or attended by the club.

By signing this document, I acknowledge that I fully assume all of the risks of harm, including loss of life, personal injury, and property damage, involved in my participation in club activities. I do so voluntarily, knowingly and intelligently. Unless indicated below, I am 18 years of age or older and legally competent to execute legal documents such as this.

As a further condition of my membership and participation in the activities of the club, I agree to defend, indemnify, and hold harmless and release the club from all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my or my guest(s) involvement with or engagement in a club-sponsored activity. I agree to defend, indemnify, hold harmless, and release the club’s officers and members from liability for any and all harm, including that of my own negligence, passive or active, resulting from my or my guest(s) engagement in a club-sponsored activity, excepting intentional,

wanton and willful misconduct by another member or officer. I further agree and acknowledge that the express assumption of risk and release of liability set forth above shall be binding for my heirs, assigns, representatives, executors, spouse, and agents.

In acknowledging my express assumption of risk and agree to the release of liability set forth above. I am not relying on any written or oral statements by any third party or by any officer or member of the club purporting to alter or waive the terms of this acknowledgement, and fully understand that this document means what it expressly states.

I further agree and acknowledge that this document shall, in the event of a disagreement concerning its terms, intent or effect, be construed in accordance with the laws of the State of California, regardless of the domicile or citizenship of any party thereto, without regard to principles of conflicts of laws. The parties hereto agree that venue of any suit or any cause of action in connection with this Agreement shall be MANDATORY in the Santa Barbara Superior Court for the State of California, Anacapa Division. If any portion of this acknowledgement and release is found to be invalid or unenforceable, the provision shall be severed from this agreement and not limit the application of the remainder. This Agreement constitutes the entire understanding and Agreement of the parties hereto, and supersedes any and all prior understandings or other Agreements, either oral or in writing. Each party to this Agreement acknowledges that no representations, inducements, or Agreements, oral or otherwise, have been made by such party, or anyone acting on behalf of such party, which are not embodied herein, and no other Agreement, statement or promise not contained in this Agreement shall be valid or binding.

I understand that I may revoke this acknowledgment and agreement

at any time other than during a club activity, but that I must simultaneously, by written instrument directed to the President of the club, renounce my membership in the club and commit not to participate in further club activities. Annual dues are not refundable.

Name of Member [print]:

Signature of Member:

Date:

Signature of custodial parent or legal guardian if participant is under the age of eighteen years:

Name of Guardian [print]:

Signature of Guardian:

Date:
