

Piedmont Diving and Rescue Association Statement of Understanding and Waiver

IN THE MATTER OF THE PIEDMONT DIVING AND RESCUE ASSOCIATION, INC. AND

(PRINT FULL NAME OF APPLICANT)

As a condition of my acceptance for membership in the Piedmont Diving and Rescue Association, Inc., and/or my use of Piedmont Diving and Rescue Association, Inc. property. I subscribe, accept and acknowledge the following statement of understanding:

INHERENT HAZARDS: There are hazards in skin and scuba diving, as in all activities on or near the water, some of those hazards include, but are not limited to, drowning and air embolism and/or death. I hereby affirm that I am aware of and understand the inherent hazards of skin and scuba diving. I am adequately prepared to dive in the rock quarries owned or leased by the Piedmont Diving and Rescue Association, Inc. I am aware that I must abide by safe diving practices. At no time will I dive under the influence of alcohol or drugs or with questionable equipment or conduct any dive without (1) a buoyancy control device, (2) a submersible pressure gauge, (3) an alternate air source as a permanent and functioning part of my scuba equipment and (4) a certified buddy or dive partner. I will always have a means to monitor depth and time underwater and will make all my dives no decompression dives and will limit my maximum depth to my level of training and experience. I understand scuba diving is dangerous and can result in serious injury or death. My personal safety is my responsibility, not others' responsibility. My certification card reflects that I have received training in scuba diving; and should I neglect to maintain my skills in scuba, I know that I should seek adequate refresher instruction to bring my skills to a level that will prepare me for safe scuba diving. I will exercise reasonable care in scuba diving, the selection of my equipment, the use of that equipment and the maintenance of that equipment. I confirm that I have been properly trained and certified to the level indicated on my certification card and same is presently current. I understand and agree that the Piedmont Diving and Rescue Association, its' officers, agents, members, or affiliated clubs shall not be held liable in any way for any occurrence in connection with my future scuba or skin diving, which may result in injury, death, or other damages to me, my family, heirs, executors, administrators and/or assigns, as evidence by my signature affixed hereto, and in consideration of which I am being allowed membership in the Piedmont Diving and Rescue Association, Inc., and/or the use of Piedmont Diving and Rescue Association, Inc., property as the guest of a member. I hereby assume all risks connected therewith, whether foreseen or unforeseen, and I agree to save, indemnify and hold harmless said above parties from any claim by me, my family, heirs, executors, administrators and/or assigns, arising out of my participation in scuba diving or skin diving. I warrant that I am of lawful age and legally competent to sign this statement of understanding, or that my parent or legal guardian understands and agrees to all terms contained herein, as evidence by my parent's or guardian's signature; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document as my own free act and upon my own volition. It is my intention as a member or as a guest of a member of the Piedmont Diving and Rescue Association, Inc., by this instrument, to exempt and release the above listed corporation, its' officers, agents, members, and affiliated clubs from any and all liability whatsoever for personal injury, property damage and/or wrongful death, arising from my membership in the Piedmont Diving and Rescue Association, Inc. and/or use of PDRA's facilities. I have fully read and understand the contents of this statement of understanding and acknowledge and same

RULES AND REGULATIONS

As a member or guest of the Piedmont Diving and Rescue Association, Inc., and notwithstanding anything to the contrary, in consideration of promises made, it is agreed that the undersigned shall conform to the constitution and By-Laws of the Piedmont Diving and Rescue Association, Inc., as well as the following rules and regulations:

- *Keep the gate **LOCKED** / Take all action possible to remove trespassers / Do not lend your key to non-members.
- *All divers **MUST** be accompanied by a diving buddy equipped with substantially the same type of equipment.
- *Spear guns shall not be taken into or used in PDRA waters (unless officially sanctioned).
- *There is to be no display or discharge of FIREARMS, FIREWORKS OR DYNAMITE on the property.
- *Do not jump or dive from quarry walls.
- *Wear an operable personal flotation/safety device (swimmers & divers).
- *All guests **MUST** be accompanied by a PDRA member with a release for each guest properly signed and in the member's possession. All members are responsible for actions of their guests. No more than 10 guests per member are allowed at any time unless authorized in writing by the Board. This number does not apply to authorized instructors with classes. A non-member may be the guest of a PDRA Member two times per year. If the guest wished to return after the second visit, he or she must be a PDRA Member.
- *Do not remove items or parts of items put in quarries for your diving diversity.
- *Do not remove gravel or equipment from quarry belonging to a property owner.
- *Fishing is permitted when swimmers or divers are not within 200 feet. Swimming and diving activities shall take precedence over fishing. N.C. Inland Fishing Regulations apply as if leased or owned property were public property. The "Vest Rule" applies.
- *No hunting allowed at any time.
- *No boats with gasoline motors permitted. Electric motors with weed guards permitted only when there are no other persons in the water.
- *PDRA members & guests shall take their litter, trash & garbage with them when leaving PDRA property.
- *Children shall be kept under strict supervision at all times for their safety and safety of others.
- ***ABSOLUTELY NO PETS ON PDRA PROPERTY.**
- *Keys are the property of the PDRA and shall not be duplicated.
- * I understand that the PDRA strives to foster a family-friendly atmosphere, and will not tolerate rudeness, hostility or aggressive behavior of any kind.

To Be Completed By Applicant:

In witness where of I hereto set my hand and seal this the _____ day of _____ 20_____.

(Signature Applicant)

(Signature Family Member)

(Date)

(Signature of Parent/Guardian if under 18)

(Signature Family Member)

(Date)

Copy 1 Executive Secretary

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In witness where of I hereto set my hand and seal this the _____ day of _____, 20_____.

(Signature Applicant) _____ (Date) _____

(Signature of Parent/Guardian if under 18) _____ (Date) _____

(Signature Family Member) _____ (Date) _____

Copy 2 Applicant