



Discover Snorkeling and Skin Diving LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please print legibly.

Name _____

Mailing Address _____

City _____

State/Province _____ Country _____ Zip/Postal Code _____

Home Phone (_____) _____ Work Phone (_____) _____

Birth Date _____ Age _____ Email Address _____

Please read carefully and fill in all blanks before signing.

I, _____, Participant Name hereby affirm that I am aware that skin diving has inherent risks which may result in serious injury or death.

I understand and agree that neither my guide(s)/instructor(s), Valerie A. Brown & other Instructors / Divemasters, the facility through which this program is offered, NMFS / GovGuam / MDA, Facility Name, nor International PADI, Inc. nor its affiliate and

subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (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 this program 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 participating in this program.

I further release, exempt and hold harmless said program 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 program.

I understand that snorkeling and skin diving are physically strenuous activities and that I will be exerting myself during this program, and that if I am injured as a result of 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 understand that past or present medical conditions may be contraindicative to my participation in the program. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting, nor a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

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 Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that 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.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, Participant Name BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY

GUIDE(S)/INSTRUCTORS, Valerie A. Brown & other Instructors / Divemasters, THE FACILITY THROUGH WHICH I RECEIVE MY

INSTRUCTION, NMFS / GovGuam / MDA, Facility Name, AND INTERNATIONAL PADI, INC., AND ALL RELATED ENTITIES AS

DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature _____

Date (Day/Month/Year) _____

Signature of Parent or Guardian (where applicable) _____

Date (Day/Month/Year) _____

NOAA Fisheries / Guam Community Coral Reef Monitoring Program

MEDIA RELEASE FORM

PHOTOGRAPHER/PRODUCER: NOAA Fisheries / Guam Community Coral Reef Monitoring Program

LOCATION: Training & Monitoring Events; Science Sunday; School/ Public Outreach events

INTENDED USE OF PRODUCT: Communication (including media), outreach, and education products of the NOAA Fisheries intended to promote awareness and appreciation of Guam's marine environment.

RECEIPT RELEASE FOR MINORS

I, being Parent/Guardian of _____, hereby consent that her/his name, image, and likeness, as shown in the videotapes, photographs, motion picture film and/or electronic images for which she/he posed, and/or audio recordings made of her/his voice may be used by the National Marine Fisheries Service (also known as NOAA Fisheries), its assigns or successors, in whatever way they desire, including television. Furthermore, I hereby consent that such photographs, films, recordings, electronic images, and the plates, tapes and/or software from which they are made shall be the property of the NOAA Fisheries and they shall have the right to sell, duplicate, reproduce and make other uses of such photographs, films, recordings, electronic images, plates, tapes and software as they may desire free and clear of any claim whatsoever on my part.

IN WITNESS WHEREOF I have hereunto set my hand, in the Territory of Guam,

on this day _____

NAME OF MINOR _____

SIGNATURE OF PARENT/GUARDIAN _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER (_____) _____ E-MAIL: _____

RECEIPT RELEASE FOR ADULTS

I, being of legal age, hereby consent, that my name, image, and likeness, as shown in the videotapes, photographs, motion picture film and/or electronic images in which I appear, and/or audio recording made of my voice may be used by the National Marine Fisheries Service (also known as NOAA Fisheries), its assigns or successors, in whatever way they desire, including television. Furthermore, I hereby consent that such photographs, films, recordings, and electronic images and the plates, tapes and/or software from which they are made shall be the property of the NOAA Fisheries, and they shall have the right to sell, duplicate, reproduce and make other uses of such photographs, films, recordings, electronic images, plates, tapes and software as they may desire free and clear of any claim whatsoever on my part.

IN WITNESS WHEREOF I have hereunto set my hand, in the Territory of Guam,

on this day _____

NAME (PRINT) _____

SIGNATURE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER (_____) _____ E-MAIL ADDRESS: _____