



SCUBA Diving Training Agreement

Course/Service:

Start Date:

By signing this agreement, I,

_____, am enrolling in the above listed SCUBA service with John Bradley Phillips and Dreaming Sea Divers, LLC.

The agreed upon price for the **eLearning or book** is _____.

Materials Due Date: _____

Materials Paid in full: _____

Purchased Independently: _____

The agreed upon price for **tuition** is _____. The tuition fee includes the certification card (physical (PADI, SDI) or digital (DAN)) processing fee, pool fees for _____ day(s), _____ boat trip fees, rental gear (BCD, regulator, computer, weights, tanks, one wetsuit) for the expected duration of the course (_____ days). The tuition fee *does not* include a gratuity for the boat crew, mask, fins, or snorkel rental. Students are expected to have their own mask, fins, and snorkel suitable for SCUBA Diving unless otherwise discussed. Tuition fees are forfeited one year after the due date of payment.

Mask, fins, snorkel rental exception: _____ (valid if JBP initials)

Tuition Due Date: _____

Tuition Paid in full: _____

I agree to complete the **eLearning knowledge reviews** and **final exam** or the **knowledge reviews at the back of each chapter of the book** by: _____ . I will either email the training record to John Bradley Phillips or print the training record and bring it to first day of training. I will review the Medical Statement for the training agency I am enrolled with and visit a legitimate physician

(even if you are a Medical Doctor, you cannot sign off on yourself) if I can answer “Yes” to any of the questions on that Medical Statement that necessitate a physician’s sign-off (Questions 3, 5, or 10 or any of the questions on Page 2 of the Medical Statement).

The **schedule** for the course is as follows:

Classroom Training: Date: _____ Time: _____

Pool Training: Date: _____ Time: _____

Pool Training: Date: _____ Time: _____

Open Water Training: Date: _____ Time: _____

Open Water Training: Date: _____ Time: _____

Open Water Training: Date: _____ Time: _____

Open Water Guide: Date: _____ Time: _____

I understand that enough time has been allotted to complete briefings, gear set up, dives, debriefings, and post dive gear care. _____

For pool training and training at Tigertail Lake, punctuality is important because we must work around the hours of operation of the pool and the window granted to us by the aquatics director. We must also only train during daylight hours.

I am considered late if I arrive 15 minutes after to the above agreed upon meeting date and time for the pool or Tigertail Lake session(s). Arriving late or failure to arrive may necessitate a make-up day. If we are unable to complete the necessary skills at the pool session(s), the schedule for the entire course and further open water training may need to be rescheduled.

(See “Make Up Days” Below) _____

For open water training at the Blue Heron Bridge, punctuality is important because we must work in a narrow diving window of High or Low Tide. Parking is somewhat competitive at Phil Foster Park especially on the weekends and during the summer and especially around High Tide. On some occasions, Palm Beach County Sheriffs and County Park Officials will block off the entrance to the park and will not

allow more guests to enter the park. Additionally, unless the service requires diving pre sunrise or post sunset, we must only train during daylight hours.

I am considered late if I arrive 15 minutes after to the above agreed upon meeting date and time for the open water session(s) at the Blue Heron Bridge. Arriving late or failure to arrive may necessitate a make-up day. If we are unable to complete the necessary skills during any Blue Heron Bridge Open Water Training session(s), the schedule for the remainder of the course and further open water training may need to be rescheduled. (See "Make Up Days" Below) _____

For open water training from a boat, punctuality is important because the boat has a specific departure time that we agree not to hinder by booking our spots on the vessel. Additionally, unless the service requires diving pre sunrise or post sunset, we must only train during daylight hours.

I am considered late if I arrive 15 minutes prior to the above agreed upon meeting date and time for the open water session(s) from a boat. Arriving late or failure to arrive may necessitate a make-up day. If we are unable to complete the necessary skills during a boat trip, the schedule for the remainder of the course and further open water training may need to be rescheduled.

(See "Make Up Days" Below) _____

Make-Up Days / Additional Training Required

Make-up days may be necessary for a variety of reasons. These could include but are not limited to, late arrival, failure to arrive, inability to complete skills, illness, or Acts of God including but not limited to weather interference such as lightning, rough seas, hurricane, lack of or poor visibility, or poor water quality. **Notice of 120 hours (5 days) is required for an excused absence and reschedule.** If a student is unable to complete required skills during the scheduled course, additional training days will need to be scheduled. Unless the make-up day is necessitated by an Act of God and/or 120 hours notice is provided, the fee for a make-up day / additional training day **tuition** fee is \$250 per day. _____

Gear Rental Release

When John Bradley Phillips and Dreaming Sea Divers rents gear for a student or private guide client, he fills out a rental agreement with a Dive Shop or Dive Operation. That agreement states that the Dive Shop or Operation will not be held liable for any injuries caused by using that gear. This applies to the diver that I'm renting the gear for. The dive shop or dive operator, nor John Bradley Phillips and Dreaming Sea Divers will be held liable for injuries that occur while using gear rented and provided during any course or private guide service. Some of the gear is owned by Dreaming Sea Divers and some is rented. The same agreement applies regardless.

It is the responsibility of the diver using it to verify that it is working properly prior to diving. For uncertified divers, John Bradley Phillips and Dreaming Sea Divers will assist you in verifying the rental equipment's proper function. Problems like blown o-rings and leaking hoses and regulators can lead to emergencies but do not need to end in injury. We can always share air if necessary and make a slow ascent and abort the dive. _____

Any gear that is provided to a student or private guide client by John Bradley Phillips and Dreaming Sea Divers must be returned in the same or similar condition as when it was loaned or rented. (A small scratch on a dive light is not a big deal but a small scratch on a camera lens or dome port is a much bigger deal), Any damaged or lost gear is the responsibility of the diver who lost it. That is, if I, _____, lose or damage a piece of rented or loaned gear, I am responsible to replace it or pay for it to be replaced. If John Bradley Phillips or Dreaming Sea Divers loses or damages a piece of rental gear or gear loaned from a student or private guide client, he and they are responsible to replace it or pay for it to be replaced. This includes but is not limited to **weights and weight pockets** (unless they were dropped in an emergency situation), lights, clips, hunting equipment, exposure protection like gloves and hoods, articles of clothing like coats and towels, camera equipment, etc. Acts of God and expendable equipment such as o-rings are exceptions to this rule. Acts of Shark (in the case of spearfishing equipment including but not limited to fish lift bags, stringers, etc.) may be excluded but is handled case by case. _____

The gear is rented for a 24 hour period so if you cancel on short notice and your instructor has already rented the gear in preparation for our dives, they will be charged for that gear rental whether it is used or not. The rental equipment for courses is included in the price for the duration of the course stated above. The student or private guide client is responsible for additional days of equipment rental and fees for rental gear because of rescheduling within 24 hours. _____

Signature of Client:

Date: _____

Signature of Parent or Legal Guardian (if above signed is under the age of 18):

Date: _____

What to expect from me:

I will be on time and be prepared to teach you to dive. I am not always early but I am punctual. I take my job seriously but we dive to have fun and escape the terrestrial world and I encourage you to find that inner peace underwater! Safety is my first priority with fun a close second. If I say something that scares you, that is my intention so that you know the importance of what we're doing, how we're doing it, and WHY we're doing it. I use scare tactics sparingly but prevention is key! I will make sure that we have all of the gear necessary to dive that I told you I would bring and to complete the skills planned. I prudently plan for the unexpected by having items like a first aid kit and some spare parts that we may need. I will make sure that we are going on reputable boats with emergency equipment like marine radio, first aid, and emergency oxygen. I will be upfront and honest with you about conditions, my abilities, my credentials, my knowledge, and my limitations as your instructor. Once you're my client, you are always

welcome to contact me with questions about diving, equipment, travel, etc. I will do my best to answer your questions and if I do not know the answer, its likely that I know someone who will! _____

What I expect from you:

I ask that you be on time and be prepared to go diving. I expect that you be honest with me about how you feel physically and mentally. I expect you to have what you need to dive such as your mask, fins, snorkel, wetsuit, towel, drinking water, towel, reef safe sunscreen, etc., unless we have discussed ahead of time that I'm bringing something on that list for you. (For Discover Scuba, all dive gear that we use under water is provided). I expect you to reschedule if you are unfit to dive because of congestion, fatigue, dehydration, etc. I expect you to pay attention to briefings given by me, boat captains, and boat crew and ask questions as they arise. I want you to be encouraging of your classmates. I want you to have eaten or to bring food/snacks so as not to interrupt the schedule of the class (lunch breaks will be preplanned if it is in our schedule). I would love it if you're excited and enthusiastic about what we're doing but if that's not your style, that's fine! Unfortunately, you'll need to put up with my passion, excitement and my bad jokes. I would also love it if you enjoy yourself during the class and tell your friends honestly if you did! _____

Photo Release:

I, _____, hereby grant and authorize Dreaming Sea Divers, LLC ("Photographer") and their legal representation and assigns, the irrevocable and unrestricted right to use and publish photographs and videos of me, or in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner or medium; and to alter and composite the same without restriction and without my inspection or approval. I hereby release Photographer and their legal representatives and assigns from all claims and liability relating to said photographs. I may request digital copies of said photos of me and my dive excursion and understand

that there will be some delay between the photos being taken and the editing process of underwater photography and videography.

Signature of Model:

Date: _____

Signature of Parent or Legal Guardian (if above signed is under the age of 18):

Date: _____