



OCEAN ENTERPRISES' WORLDWIDE DIVE TEAM
WWW.OCEANENTERPRISES.COM/DIVE-CLUB
WELCOME TO OUR CLUB!

Whether your interests are photography, tropical fish, shelling, spear fishing or just plain sightseeing, you'll find good company in the OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB.

The Ocean Enterprises Worldwide Dive Team will schedule a full series of events and activities annually, including local diving, weekend trips, night dives, travel, and social events.

In addition to diving activities, there are monthly get-togethers, social events and plenty of chances to dive in new locations and meet other divers and new friends who share your passion for diving.

Membership in the OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB is open to certified divers, 18 years or older and anyone under 18 must be accompanied in the water by a certified parents diver.

TO APPLY FOR MEMBERSHIP:

1. Complete the membership application packet, which includes:
 - Ocean Enterprises Worldwide Dive Team Club Membership Agreement
 - Ocean Enterprises Worldwide Dive Team Club Membership Application
 - Ocean Enterprises Worldwide Dive Team Club Event Liability Release and Assumption of Risk Agreement
2. Submit the completed forms, along with a copy of your C-Card to the membership coordinator.

To find out more about the club, ask any member or contact our membership coordinator:

Marilyn Meraz
diveclub@oceanenterprises.com
858-565-6054

DUES & FEES

Initiation Fee: \$45.00 PER PERSON & \$30.00 FOR ADDITIONAL HOUSEHOLD MEMBERS

Yearly Dues: \$45.00 PER PERSON & \$30.00 FOR ADDITIONAL HOUSEHOLD MEMBERS

Current Member Renewal Dues:

	<u>1 Year</u>	<u>2 Years</u>
Member	\$45.00	\$80.00
Each Add'l Family Member	\$30.00	\$60.00



OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB MEMBERSHIP AGREEMENT

Membership Agreement

This Membership Agreement is a document of understanding and limitation of liability, between the undersigned OCEAN ENTERPRISES WORLDWIDE DIVE TEAM member (hereinafter referred to as MEMBER) and the OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB dive club (hereinafter referred to as DIVE CLUB). This agreement, when signed by the MEMBER and accepted by DIVE CLUB, together with the duly constituted DIVE CLUB bylaws and Club Rules, is the basis for all DIVE CLUB actions and activities relating to the MEMBER. If any term or condition of this agreement is in conflict with any provision of the DIVE CLUB bylaws or Club Rules, bylaws terms and conditions shall take precedence.

DEFINITIONS:

The term DIVE CLUB, as used in this agreement, refers to the corporate entity known as (Dive center or OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB), including its elected officers, appointed representatives, and the aggregate of all DIVE CLUB members. The term MEMBERSHIP, as used in this agreement, refers to the aggregate of all DIVE CLUB members, including the elected officers and appointed representatives. The term MEMBER, as used in this agreement, refers to the undersigned DIVE CLUB MEMBER.

DIVING QUALIFICATION:

The OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB is a social club, the members of which share a common interest in the sport of scuba diving. As a condition of membership, the MEMBER must be 18 years or older and represents that he/she has been certified as an open water scuba diver by a recognized dive training organization. The MEMBER understands and acknowledges that OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB has not judged his/her abilities or qualifications to participate in the sport of scuba diving, or in any particular OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB diving activity. The MEMBER agrees that he/she is solely responsible for gathering information pertaining to any OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB diving activity, judging the accuracy and completeness of this information, including the accuracy and completeness of any information provided by OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB, and for using this information to assess his/her abilities and qualifications to participate in any OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB diving activity.

Section 1: MEMBER's must meet the following diving qualifications to participate in the appropriate dives:

- A. To participate in a Night Dive, the MEMBER must have their Advanced Open Water and/or Night Diver certification
- B. To participate in a Deep Dive, the MEMBER must have their Advanced Open Water and/or Deep Diver certification
- C. To participate in a Wreck Dive, the MEMBER must have their Advanced Open Water and/or Wreck Diver certification

SAFETY:

The MEMBER understands and acknowledges that scuba diving is an inherently dangerous activity and participation in such activity may result in injury, permanent physical impairment, or death. The OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB, as a matter of club policy, desires to promote the general safety of scuba diving. Please follow all club rules pertaining to diving safety. The MEMBER understands and acknowledges, however that he/she is solely responsible for his/her safety. This includes, but is not limited to, the responsibility for analysis of diving conditions, such as visibility, depth, and current; development and analysis of a dive plan or proposed dive plan; selection and condition of personal dive equipment; selection of and judging the adequacy of any dive buddy or dive group; selection of the proper dive procedures to be used on a particular dive; selection of, and judging the adequacy of, training and/or equipment of a dive boat and/or its crew, or of other diving facilities. The MEMBERS responsibility shall further include, but is not limited to, the selection of, or judging the adequacy of, any non-diving facilities or of any air, sea, or ground transportation associated with any club activity.

Section 1: Each member is responsible for maintaining and using the following equipment on each dive:

- A. Buoyancy compensator with low pressure inflator
- B. Submersible pressure gauge or dive computer
- C. Depth gauge or dive computer
- D. Timing device or dive computer
- E. No-decompression dive tables or dive computer
- F. Compass

_____ Initials

Section 2: The following safety practices are recommended for all club dives:

- A. Use of buddy system
- B. Use of dive tables or dive computer
- C. Have dive insurance
- D. Avoid decompression dives unless trained and equipped to conduct such dives and only at members' own risk.
- E. Carry an audible and visual signaling device on all dives (Alarm and SMB).

Section 3: Club members are expected to follow safe recreational diving practices on all club diving activities.

ENVIRONMENTAL PROTECTION:

OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB's policy requires all MEMBERS and GUEST to be respectful of and sensitive to fragile reef and aquatic systems and their inhabitants.

MEMBER and guests will strive to maintain neutral buoyancy and will keep their gauges, fins, camera equipment, and bodies from contacting all living parts of reefs and from damaging any portion of the aquatic environment. In a spirit of cooperation, members and guests will remind each other of their infractions to this policy. MEMBER and guests will receive these reminders in the spirit of which they are given. If you are repeatedly observed not complying with this policy, OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB may deny your participation in future club trips or events.

OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB SPONSORED DIVES:

San Diego Ocean Enterprises, Inc. and OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB organize dive trips, locally and to foreign locations, for the benefit of the MEMBERSHIP. The MEMBER understands and acknowledges that OCEAN ENTERPRISES WORLDWIDE DIVE CLUB and San Diego Ocean Enterprises, Inc., is acting only as an organizer and Coordinator for the convenience of the MEMBERSHIP, and not as an agent, or insurer, of the MEMBER. The OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB and San Diego Ocean Enterprises, Inc. does NOT represent or warrant that a dive resort or dive facility, air, sea or ground transportation will be as expected; or that the expected services will actually be delivered; or that the safety facilities or procedures will be adequate; or that medical facilities or supplies will be adequate or available. It is agreed that the MEMBER is solely responsible for determining the financial and physical risks associated with San Diego Ocean Enterprises, Inc. and OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB sponsored dives. When participating in such a dive, the MEMBER agrees to assume all risks, including those stated above.

It is further understood and agreed that San Diego Ocean Enterprises, Inc. and OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB may realize net revenues from a dive trip as defined in the Club Rules. Said revenues may be returned to the OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB treasury for the benefit of the MEMBERSHIP.

OTHER OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB ACTIVITIES:

The OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB and San Diego Ocean Enterprises, Inc., may organize non-diving activities for the benefit of the MEMBERSHIP. San Diego Ocean Enterprises, Inc., and OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB does NOT represent or warrant that these activities are suitable for the MEMBER, or that an expectations of the MEMBER will be fulfilled. It is agreed and acknowledged that the MEMBER is solely responsible for determining the suitability of such activities for him/her.

LIMITATION OF LIABILITY:

The MEMBER shall, and hereby does, for himself/herself, his/her heirs, personal representatives, and any and all others who would claim by, through, or under him/her release and hold harmless the OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB and San Diego Ocean Enterprises, Inc., its elected officers, appointed representatives and individual MEMBERS from all expense and liability for damages and/or injuries sustained by the MEMBER arising from the MEMBER's participation in any OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB or San Diego Ocean Enterprises, Inc. activity. This release shall also include any damages or injuries sustained by the MEMBER resulting from any Good Samaritan efforts by a dive buddy or dive group or by any OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB elected officer, appointed representative, or individual MEMBER or any representative of San Diego Ocean Enterprises, Inc.

_____ Initials



MEMBERSHIP APPLICATION (Please Print)

Name: _____ Date: _____

Home Address: _____ City, State, ZIP: _____

Home Phone: _____ Cell Phone: _____

Email: _____ Date of Birth: _____

Emergency Contact: _____ Relationship: _____

Phone: _____

CERTIFICATION Information:

Training (PADI, NAUI, SSI, etc): _____

Highest Certification Level Achieved (open water, advanced, etc): _____

Specialty Certifications (night, deep, etc): _____

Card Number: _____ Date Issued: _____ Number of Dives: _____

Dive Insurance (DAN, PADI, etc): _____ Card Number: _____

Do you own your own gear? Yes / No Do you rent gear? Yes / No

GENERAL Information:

How did you hear about OCEAN ENTERPRISES WORDLWIDE DIVE TEAM CLUB? _____

What is your most memorable dive? _____

What would be your "Dream Dive"? _____

Suggested dive locations and/or trips for the club? _____

What are you interests other than diving? _____

Other information you would like to share? _____

I understand that to apply for membership in the Ocean Enterprises Worldwide Dive Team, I must sign the Membership Application and the Membership Agreement, and furnish a copy of my certification to the Membership Coordinator.

Signature _____

Amount Enclosed: _____

Date Prepaid: _____

The undersigned MEMBER acknowledges that he/she has read this agreement, understands it, and agrees to its terms. The MEMBER also agrees that this is the only agreement, written or oral, between the MEMBER and OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB relating to the subject matter of the agreement.

MEMBER Signature / Date

MEMBER Name (Print or Type)

(Under 18) Parent's Signature

Print Parent Name

Witness Signature

Witness Name (Print or Type)

Accepted by:
OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB

OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB Elected Officer / Title / Date



OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB EVENT LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am aware that skin and scuba diving have inherent risks, which may result in serious injury or death. I understand and agree that I have voluntarily chosen to associate with OCEAN ENTERPRISES, INC. and may choose to participate in OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB activities (hereinafter “Events”) throughout the year. These events may include, but are not limited to, scuba diving, snorkeling, and other recreational activities, which may also result in serious injury or death. I affirm that I am thoroughly familiar with the hazards of the various activities in which I may choose to participate and that I expressly assume all such risks associated with my participation in these Events.

I understand and agree that neither OCEAN ENTERPRISES, INC. & OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB nor any of its 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 participation in these Events or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber in proximity to the dive site. I understand and agree that as a certified diver, it is my responsibility to plan my dive and dive my plan with my buddy. It is my responsibility to determine if the objective, environment, and conditions for a particular dive are within my abilities, training and experience. I further understand and agree it is my responsibility to inspect all of my equipment prior to scuba diving or snorkeling and it is my responsibility to terminate the dive/ snorkel if my equipment is not working properly.

I also acknowledge it is my responsibility to always follow safe diving practices, conduct a buddy check with my buddy and always dive with a buddy. OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB will not have a dive professional present at these Events and therefore I acknowledge my participation in these Events is at my own risk and peril.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during these Events, 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 Released Parties responsible for the same.

In consideration of being allowed to participate in these Events, I hereby personally assume all risks of these Events, whether foreseen or unforeseen, that may befall me while I am a participant in these Events. I further release, exempt and hold harmless these Events and Released Parties from any claim or lawsuit by family, my estate, heirs, assigns, or me arising out of my participation in these Events. 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 hereby state and agree this Agreement will be effective for all OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB Events in which I participate within one year from the date on which I sign this Agreement.

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 has never been contained herein.

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

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE OCEAN ENTERPRISES, INC. AND OCEAN ENTERPRISES WORLDWIDE DIVE TEAM CLUB 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 of Guardian
(where applicable)

Date (Day/Month/Year)