

PADI Membership Agreement

PLEASE READ CAREFULLY – Sign statement on application.

PADI membership is offered by PADI Worldwide Corp. to qualified individuals. It provides an array of programs and services, including, depending upon the Member's current classification, the ability to offer and advertise PADI Diver Education Courses as well as other courses and programs provided by PADI Worldwide Corp. and PADI Americas, Inc. (hereinafter, with PADI Worldwide Corp.'s licensed Local Area Offices, referred to collectively as PADI) and their corporate affiliates and associated companies, including Diving Science and Technology Corp (DSAT), Emergency First Response Corp (EFR) and Project AWARE Foundation (PAF). For ease of reading and clarity, this document shall refer to "PADI-related Programs" to mean any program provided by PADI, DSAT, EFR or PAF.

PADI membership and continued renewal is partially based upon your reading and signing this Agreement. PADI will consider your membership or renewal of your membership subject to the following terms and conditions:

1. I have made myself familiar with and will abide by the applicable Standards and Procedures, as published in the PADI, DSAT and EFR Instructor Manuals, and, if applicable, the PADI Course Director Manual and EFR Instructor Trainer Manual, and will adhere to all standards changes published in the Training Bulletin and other updates, within the capacity of my current classification, when conducting any PADI-related Program. I also will not deviate from the applicable standards when representing myself as a PADI Member.
2. I have become familiar with all PADI-related Program educational materials and am knowledgeable of any revisions to such materials and the introduction of new materials. I am aware of the fact that scuba diving can seriously affect a person's health and life. I agree to omit from certification or course completion registration any student who does not meet all the prerequisites and performance requirements specified for any PADI-related Program.
3. I understand and agree that any false reports of standards violations deemed by the Quality Management Committee to have been made for competitive, political or financial reasons shall be grounds for Quality Assurance action.
4. I am aware of the Quality Assurance Report Form that may be filed with PADI. I am further aware of the recourse available to me through the PADI Quality Assurance process to refute any complaints that may be reported. I understand and agree that all rulings by the Quality Management Committee with regards to such complaints shall be deemed binding.
5. I understand and agree that PADI may notify other certifying organizations should any PADI Member be required by the Quality Management Committee to undergo instructor-level retraining. I also understand and agree that PADI may notify other diving certification organizations of the existence of any active or unresolved Quality Assurance inquiry concerning my activities as a PADI Member. I further understand that the names of suspended and expelled members will be published in The Undersea Journal and on PADI's website.
6. I agree to provide PADI with true and correct student/participant contact information, including the student's proper mailing address, when I submit any certification authori-

zation or participant registration (PIC envelope, application or registration card/roster) for any PADI-related Program to PADI. I understand and agree such information regarding a PADI, DSAT or Project AWARE program shall be the property of both PADI and the submitting member, and such information regarding an EFR program shall be the property of EFR, PADI and the submitting member.

7. I acknowledge that diving and dive instruction are physically strenuous activities and that it is my personal responsibility to maintain the necessary level of fitness in order to involve myself in diving instructional and supervisory activities. I also acknowledge that should my physical condition or health change, rendering me incapable of meeting the physical requirements of diving instruction and supervision, I will cease my instructional and supervisory activities until I am again capable and, if necessary, cleared by a diving medical examination performed by a licensed physician.
8. I understand and agree that all members (individuals, dive centers and resorts) involved in the training of a particular student, as determined by student certification records at PADI, are responsible for adherence to PADI, DSAT and/or EFR Standards, as appropriate, during the conduct of that training. The Training and Quality Management Department will communicate with all involved members upon receipt of reports or any other information indicating possible violations of Standards and Procedures.
9. I understand and agree that financial irresponsibility in dealings with PADI or its corporate affiliates or associated companies is grounds for membership suspension or termination.
10. I will not discredit PADI or its corporate affiliates or associated companies, nor cause any action that will create a liability to them. PADI will have the sole right to determine whether any of my actions violate the intentions of this paragraph.
11. I will file a PADI Incident Report Form with PADI for any incident relating to my activities as a PADI Member of which I may become aware that may have or potentially may have harmed myself or another individual.
12. I understand and agree that the terms and conditions of this Agreement are effective and binding 1 January 2006 and for subsequent years of my membership with PADI. Should PADI modify this Agreement, I will be notified in writing of the changes prior to the next renewal.
13. I understand and agree that this Agreement does not create an agency relationship between PADI and me. Except as otherwise provided in this Membership Agreement, PADI has no control over or involvement with my day-to-day operations and activities and bears no responsibility for the same.
14. I understand and agree that PADI Membership is granted at the sole discretion of PADI, based upon its unilateral determination of several criteria including, but not limited to, whether acceptance and continuation of any membership is in the best interest of PADI. Satisfaction of minimum requirements does not guarantee membership. PADI Membership, at any level, may be revoked by PADI, at its sole discretion, at any time.

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License Agreement for PADI Members

PADI Worldwide Corp. (a California corporation) has the right and authority to use and sublicense various marks owned by PADI Americas, Inc. (a California corporation) (hereinafter referred to collectively as PADI), Diving Science and Technology Corp (a California corporation, hereinafter DSAT), Emergency First Response Corp (a California corporation, hereinafter EFR), the use of whose marks are provided to IRRRA Members with a renewed EFR Instructor teaching its EFR programs) and Project AWARE Foundation (a California non-profit foundation, hereinafter PAF). The PADI marks include, but are not limited to, the Word Mark Professional Association of Diving Instructors, the Word Mark PADI, certain logotypes including a diver placed on a world, a Mark for The Undersea Journal, as well as other marks, including Specialty and Certification marks. The DSAT marks include, but are not limited to, the Word Mark DSAT. The EFR marks include, but are not limited to, the Word Mark EFR and the EFR logotype, which consists of a heart with a pulse line inside a box, with the words Emergency First Response. The PAF marks include, but are not limited to, the Word Mark Project AWARE and the Project AWARE logotype, which consists of a diver and a fish with the words Project AWARE. For the purposes of this License Agreement, these various marks shall be referred to collectively as the Marks.

PADI relies upon the foregoing Marks to indicate the source of origin of its and its related services, certifications, support programs and products, so that the public will be protected; and so PADI individual members, IRRRA Members, students and others associated with PADI will receive the highest-quality services and products pertaining to its business. To provide PADI Members with the ability to advertise, promote and indicate the source of origin of the PADI services, certifications, support programs and products they provide, PADI Members are hereby granted a license to use the foregoing Marks on promotional materials only, specifically printed, film or video formats, and software, fixed media, such as floppy disks, hard drives or CDROM, or any interactive digital or broadcast media or methods, including, but not limited to, internet or world wide web sites. The single exception to the terms above is that, with specific, written authorization from the respective licensed PADI Local Area Office, IRRRA Members may place the PADI diver and globe Mark on their facility staff shirts, in very limited quantities. Such shirts may not be resold in any manner, and each such printing must receive separate written authorization.

The license shall not extend to the provision of other printed materials, such as manuals, books, instructions, clothing (except as noted above) or products or any other materials whether or not they are manufactured, sold, distributed or licensed to others by PADI, DSAT, EFR or PAF.

This license extended by PADI Worldwide Corp. shall only be with respect to (1.) Printed advertising and promotional materials, (newspaper and periodical advertisements, telephone-directory advertising, handbills and signs, except for staff shirts, as noted above); (2.) Film and video format promotional materials such as television commercials, slide shows or promotional videos; and (3.) Software, fixed media, such as floppy disks, hard drives or CD-ROM, or any interactive digital or broadcast media or methods, including, but not limited to, internet or world wide web sites, with such uses governed by the most current guidelines, as may be published by PADI from time to time; none of which shall include use on any item or product intended for resale.

None of the PADI, DSAT, EFR or PAF company names, trade names or Marks may be used in internet domain names or e-mail addresses.

The foregoing license for advertising and promotional use shall in all respects follow the exact format, character, general appearance, type style, background and proportions of the Marks originating from PADI, DSAT, EFR and PAF, respectively. In no case shall the Marks be combined with other marks, symbols, language or be in a format and appearance other than that actually used by PADI, DSAT, EFR and PAF, respectively. The full trademark must be used; truncated or partial use of a Mark is not authorized. This license shall be personal to the individual member and shall be nontransferable, non-divisible and not capable of being sublicensed in any manner through any party. None of the PADI, DSAT, EFR or PAF company names, trade names or Marks may be incorporated into any other trademark or trade name.

Notwithstanding the foregoing, PADI and the licensed PADI Local Area Offices shall have the sole right to disapprove of any promotional materials prepared and shall be the sole judge of the criteria of whether it meets the standard of this license agreement. To this end, any suggestions or requests by authorized members of the PADI staff as to the usage of the Marks shall be complied with as soon as possible to avoid mistakes, deceptions, dilution or other problems that would be detrimental to the foregoing Marks.

Regardless of the foregoing license, PADI, DSAT, EFR or PAF, individually and cooperatively, shall have the right to institute and bring any suit or any other action necessary to protect the Marks as to any person, firm or corporation now or prospectively using the Marks or any similar marks, derivations, analogs, trade names, fanciful scripts or designs.

This license shall extend for the term of membership and shall be terminated forthwith upon termination of the member's membership with PADI Worldwide Corp.

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