

\_\_\_\_ NEW MEMBER  
\_\_\_\_ RENEWAL

# MARIN SCUBA CLUB

## MEMBERSHIP APPLICATION



PLEASE PRINT  
NAME(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NUMBERS: HOME \_\_\_\_\_ WORK \_\_\_\_\_ MOBILE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PLEASE CHECK ANY INFORMATION YOU WANT EXCLUDED FROM THE PUBLISHED MEMBERSHIP LIST:

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_ MOBILE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

SCUBA CERTIFICATION (AGENCY, LEVEL, DATE) \_\_\_\_\_

SCUBA CERTIFICATION (AGENCY, LEVEL, DATE) \_\_\_\_\_

PLEASE INCLUDE A BRIEF STATEMENT ABOUT YOUR DIVING EXPERIENCE AND INTERESTS:

HOW DID YOU LEARN ABOUT MARIN SCUBA CLUB?

MEMBERSHIP DUES: INDIVIDUAL **\$42 PER YEAR**; COUPLES RESIDING AT THE SAME ADDRESS **\$66 PER YEAR**.

ANNUAL MEMBERSHIP, MARCH THROUGH FEBRUARY.

SEND COMPLETED APPLICATION AND FULLY EXECUTED GENERAL RELEASE FROM LIABILITY WITH A CHECK PAYABLE TO MARIN SCUBA CLUB TO:

MARIN SCUBA CLUB  
c/o Julie Finley  
Starr Finley LLP  
1 California Street, Suite 300  
San Francisco, CA 94111

SIGNATURE(S) \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL RELEASE FROM LIABILITY

In consideration of my participation in Marin Scuba Club ("MSC") activities, I hereby fully release and discharge MSC, its officers, directors, members, course instructors, dive trip leaders, boat owners and skippers, drivers, agents, attorneys and their heirs, successors and assigns (the "released parties"), from any present and future claims, actions and damages, of any kind and nature, including negligence, property damage, personal injury, or wrongful death, arising from my participation in MSC related activities, including, but not limited to social activities. This release includes, but is not limited to, all compensatory, non-economic, consequential, incidental, and punitive damages.

### PLEASE READ AND INITIAL ON EACH LINE BELOW

\_\_\_\_\_ I am aware that snorkeling, free diving, skin diving and scuba diving, kayaking, boating and other club activities (collectively, "Water Activities") take place in unconfined waters such as oceans, lakes and rivers. Such waters are subject to tides, current, waves, surge, cold and wind and various marine creatures and Water Activities therefore can be hazardous activities. I voluntarily participate in Water Activities with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of property damage, personal injury and death.

\_\_\_\_\_ I have a valid and current certification from a generally recognized scuba diver certification agency; and I understand and follow safe diving practices at all

\_\_\_\_\_ I am aware that certain recreational and/or social activities of MSC do not involve Water Activities and may take place in parks and campgrounds and adjacent to unconfined waters such as beaches or lakesides, tidal pools, shoreline paths, rocky and sandy surfaces or adjacent to swimming pools and swimming pool surrounds ("Out of Water Activities"). Beaches, tidal pools, shoreline sands, rivers and lakesides are subject to current, tides, waves, surge, cold and wind, marine and other creatures and the shorelines can be hazardous. Swimming pool surrounds can be subject to slipping, falling on the surface or into the swimming pool or other hazards. I voluntarily participate in MSC Out of Water Activities with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of property damage, personal injury and death.

\_\_\_\_\_ I understand and agree that the Water Activities and in Out of Water Activities of MSC are strictly recreational and that it is not the function of the participants or leaders to enforce my compliance with safe diving practices or to serve as the guardian(s) of my safety.

\_\_\_\_\_ I understand that Water Activities and Out of Water Activities involve certain risks, including but not limited to, travel to and from the site of the activity, possible negligent or reckless conduct of other participants or strangers, serious injury or death resulting from drowning, near drowning, arterial air embolism, decompression sickness (DCS), collisions with boats, propellers, and vehicles, entanglement with kelp or fishing line, hypothermia, wave and surf-related injuries, and contact with dangerous marine life. I voluntarily participating in Water Activities and Out of Water Activities with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of property damage, personal injury and death.

\_\_\_\_\_ I understand that Water Activities and Out of Water Activities in which I participate may be conducted at sites that are remote from available medical assistance; and I accept the risk that medical assistance may not be readily available should I become injured.

\_\_\_\_\_ I agree to provide my own equipment for all MSC Water Activities and my own footwear, rainwear, protection from the elements and other equipment for all Out of Water Activities and warrant and represent that such equipment is in good condition and adequately maintained, according to manufacturer's recommendations, DOT regulations (for tanks), and generally accepted safe practices for such activity. This includes any dive equipment, including without limitation tanks, and all snorkeling gear, kayaks or other equipment that I may rent or otherwise obtain from dive services, shoreline service providers or boat operators in Water Activities or Out of Water Activities that have been arranged by MSC or its members.

\_\_\_\_\_ I represent that I am in good physical and mental condition. I accept responsibility for evaluating the demands upon my body and psyche that the environment and the activity may subject me to. I understand and agree that if I choose to violate or avoid customary good safety practices, in or out of the water, I assume all risks of injury or death resulting from that decision and hold the released parties harmless therefor.

\_\_\_\_\_ I understand and agree that I have not compensated the released parties for any services. I further acknowledge that any person providing services to me in a MSC sponsored event is an uncompensated volunteer. I understand and accept that the people providing such services are not doing so as professionals employed in any MSC activity. I have made my own investigation of the conditions and circumstances of any MSC activity in which I participate and I am not relying on any representation as to any circumstances of that activity including but not limited to water conditions, seaworthiness of vessels, skill or experience of any boat operator or owner or the judgment of any MSC member concerning water conditions, the appropriateness of the intended activity in such conditions or the adequacy of my equipment made by anyone including the released parties.

\_\_\_\_\_ I acknowledge that I have not been charged for and that I have not paid for any boat trips on a vessel owned by the released parties. I understand that no boat owned or operated by the released parties on which I may be allowed is a boat for hire. I further acknowledge and agree that neither MSC, its officers, directors, members, course instructors, dive trip leaders, boat owners and skippers, drivers, agents are acting as demise bare boat charters, tour operators, common carriers or travel agents concerning any multi day boat trip or dive trip and that any services provided by the released parties are without compensation and for my convenience only.

\_\_\_\_\_ I acknowledge that while MSC or a member thereof may have made reservations for a public tour of a beach, park or other public or private facility, and may have administered the collection of the admission fees for such tour or facility, I have not been charged for and that I have not paid for any automobile trips in a truck or automobile owned by the released parties or for any boat trips on a vessel owned by the released parties. MSC has not assumed any responsibility for the timing, conduct or safety of such publicly sponsored or conducted activities.

\_\_\_\_\_ I agree to defend and hold harmless the released parties from any claim against them, which may arise in whole or in part from my acts or omissions while participating in any MSC activity.

\_\_\_\_\_ I agree that this GENERAL RELEASE OF LIABILITY release shall be binding not only on myself, but on my heirs, executors, conservators, personal representatives, successors, agents, and assigns.

**I HAVE READ THIS GENERAL RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT BY SIGNING THIS FORM, I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES WHICH MAY BE AVAILABLE TO ME.**

I expressly waive any rights or benefits available to me under the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I fully understand the statutory language of California Civil Code Section 1542 and, with this understanding, I nevertheless elect to and do assume all risk for claims released under this General Release from Liability.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please sign on this line)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Please sign on this line)

\_\_\_\_\_  
(Print name)