



WAIVER AND CONSENT REGARDING RELEASE OF CONFIDENTIAL INFORMATION

This Agreement is entered into voluntarily this _____ day of _____, 20_____, by and between _____, hereinafter referred to as “Dive Professional” and _____, hereinafter referred to as “Facility.”

Whereas, the Facility is a member of the Professional Association of Diving Instructors, hereinafter referred to as “PADI” in the business of selling, renting and servicing scuba diving related equipment and providing dive educational and experience opportunities for its customers.

Whereas, Dive Professional is in the business of teaching diving and/or conducting dive activities for certified divers or experiences for novice divers, and is a member of PADI.

Whereas, there is a mutual benefit to Facility and Dive Professional to enter into this Agreement pursuant to the terms and conditions hereinafter set forth.

Now, therefore, it is agreed as follows:

1. Dive Professional represents to Facility that Dive Professional is currently a trained and certified professional member of PADI, is a member in good standing with PADI, and is qualified to render diving instruction consistent with Dive Professional’s rating, pursuant to the most current PADI Standards and Procedures, and PADI *Instructor Manual* and/or *Course Director Manual*.
2. Dive Professional hereby authorizes PADI to release to Facility (initial by each paragraph to indicate information to be released):

_____ Certification Counts – summary (student diver name, certification level and certification date) of all certifications and registrations issued by Dive Professional for the period beginning _____ and ending _____.

_____ Member History and Status information – Current and historical membership renewal information, date of initial membership and initial certification at current rating (Divemaster, Assistant Instructor, Instructor, IDC Staff, etc.).

_____ Information related to any Quality Management inquiry conducted by PADI. Specific information will be the number of Quality Management actions in the file for the preceding two years, the dates of the inquiries and the resolution of each inquiry.

_____ Verification that professional liability insurance is in effect at the time of the request.

3. Dive Professional hereby unconditionally releases PADI from any and all liability for any damage that may result from releasing the above information to Facility.
4. This Agreement shall remain effective until 31 December of the calendar year in which the Agreement went into effect, as noted above.
5. It is understood and agreed that Facility can make periodic requests for this information with a maximum of four (4) requests per year. All requests are to be in writing and directed to the PADI Resort and Retailers Associations of the appropriate PADI Regional Headquarters.
6. Information is to be released to _____, only, as a representative of Facility.

It is understood and agreed by all parties that nothing in this Agreement is meant to conflict with or override the terms of the Dive Professional's Membership Agreement with PADI.

This Agreement is duly executed by the parties on the dates set forth below.

Dive Professional:

(Print Name) Member No.

Signature Date

Facility:

(Print Individual Name)

(Facility Name) S/R
Member No.

Signature Date