



WAIVER AND RELEASE ADMINISTRATION PROCEDURE

The proper presentation, completion, and keeping of records are important considerations if the desired protection is to be afforded a practicing professional by a RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND EXPRESS ASSUMPTION OF RISK AGREEMENT. To ensure the completed agreement will be most valuable to you in case a claim of negligence is made against you, follow this procedure.

1. **Instruction:** Webster's New Universal Unabridged Dictionary defines "safe" as, "1. secure from liability to harm, injury, danger, or risk: a safe place." Clearly, Diving and its related activities are not safe! Some of the attraction of diving is the "adventure" and "danger" of the activity. We can make Snorkeling, Apnea Diving, SCUBA Diving, Technical Diving, and First Aid "safer." We can minimize hazards and risks. In concept, every Snorkeling, Apnea Diving, SCUBA Diving, Technical Diving, and First Aid program is in reality a risk management program, in that we develop the attitude, skills, and knowledge necessary for the diver to participate in an adventure activity while minimizing the hazards and risks thereof.
2. **Explain:** An individual must be cognizant of the hazards and risks of an activity for which they are being asked to accept responsibility. **Read the waiver and release agreement to the participants. Use the Risk Management Video to assist in presenting the information.** Fully explain the hazards and risks associated with Snorkeling, Apnea Diving, SCUBA Diving, Technical Diving, First Aid, and instruction, specifically the pending dive's location and planned activity so that individuals may make an informed decision to accept responsibility for their own safety.
3. **Answer Questions:** Provide time to ask for and answer any questions regarding the release and hazards and risks of the planned dive or instructional activity. Refer to #1 as the reason releases are necessary.
4. **Accuracy:** It is important from a legal perspective that the instructors, students, divers being supervised, and other entities named in the release be identified by their **full legal names** (middle initials are acceptable). **Do not** use nicknames such as "Scuba Bob" for the instructors/leaders or other variations like Jimmy for James. Also, list each instructor or assistant on staff by name, not just as "staff." Waiver and release agreement wording is based upon recent legal developments and legal counsel's review and must not be altered in any way.
5. **Complete:** The entire release must be completed. This is the reason for the confirming signature now required of the instructor/leader who collects and reviews the release agreements. The instructor or leader must supervise participants while they complete steps 1 through 5 of this procedure to ensure that students or divers understand and have an opportunity to withdraw from the activity should they not wish to accept the hazards and risks and responsibility of the activity.
6. **Timing:** Participants must be given an opportunity to withdraw from the activity should they not wish to accept the hazards and risks and responsibility of the activity. **This decision to participate or not must be theirs and be free from coercion or penalty - monetary or otherwise.** Therefore, it is important that the release agreement review session be scheduled as far in advance of an activity as possible.
7. **Record Keeping: Coverage is NOT afforded for any CLAIM involving the failure of an instructor and/or dive store to retain all records relating to individual students for a minimum of seven (7) years.** Records means records used for the purpose of recording the student's progress and records of knowledge tests for the purpose of evaluating the student's understanding of instructional material. Use a NAUI Student Record Folder, or its equivalent to ease the record keeping process. Copies of the current waiver and medical forms are available in the student eLearning and NAUI CORE website in Member Resources. These are for use whenever students or divers are under your instruction or supervision.
 - a. Producing the Release of Liability, Waiver of Claims and Express Assumption of Risk Agreement and Diver Medical Participant Questionnaire in the event of a claim - It is **required**, upon request by the Association or its representatives, that you be able to provide a completed and properly executed Release of Liability, Waiver of Claims and Express Assumption of Risk Agreement and Diver Medical Participant Questionnaire. This is expressed in the NAUI Standards and Policies.
 - b. **In case of an incident:** Refer to the Risk Management Handbook (available on the NAUI CORE website in Member Resources). There you will find accident management guidelines. Direct your completed report form and any questions you may have regarding an incident or the reporting form directly to NAUI's claims counsel. **Doing so establishes attorney-client privilege.** Submit a complete report **as soon as possible** to: NAUI Legal Services, legal@nau.org, or Fax to (813) 384-3992.
 - c. A properly executed waiver protects **you**, the Association, and the insurance program underwriters from claims made against you. The lack of same can result in significant monetary losses to all involved and could result in a restriction or denial of your coverage because of your violation of the policy's exclusion regarding waivers.
 - d. The English language version of this document shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.