

MARKER BUOY DIVE CLUB MEMBERSHIP AGREEMENT AND WAIVER OF LIABILITY

This agreement is made as of this ____ Day of _____, _____ by and among Marker Buoy Dive Club, a Washington State Nonprofit Corporation hereinafter referred to as Club and _____, an individual hereinafter referred to as Member.

Recitals

The Club is organized to provide opportunities for social interaction among its members and recreational dive opportunities. The Club is managed and governed by its Board of Directors as outlined in its Bylaws.

Member is an individual who wishes to participate in activities organized by the Club. Member represents that he or she is at least 18 years of age, has at least an Open Water certification from an accredited agency and is physically able and has the skills necessary to participate in any Club activities they attend.

Article 1- Responsibilities

A) The Club agrees to:

- a. Grant a right of membership to individuals who meet the requirements set forth by the Board of Directors
- b. Hold periodic membership meetings
- c. Provide members and their guests with opportunities for social interaction.
- d. Provide recreational diving opportunities for members.
- e. Maintain a list of current dues paid members.

B) The Member agrees to:

- a. Pay dues in accordance with Article 2 below.
- b. Maintain a current scuba certification.
- c. Sign all Agreements as required by the Board of Directors

Article 2- Dues

Member agrees to pay dues to the club in amounts and at such times as determined by the Board of Directors in accordance with the Bylaws. Dues are fully earned when paid for the period specified and no refunds shall be made if membership is terminated or if the Member quits for any reason. Dues shall have a due date set by the Board of Directors or the Bylaws. If dues are not paid by the due date the membership shall be terminated. The member may reapply for membership by completing forms and agreements required by the Board of Directors and paying such dues as shall be in effect at the time the application is made.

Article 3- Waiver of Liability

Member understands and hereby acknowledges the strenuous and potentially hazardous nature of SCUBA diving. By signing this Membership Agreement and Release of Liability, the Member certifies that he/she is a certified SCUBA diver and is 18 years old or older, and further acknowledges that a certain level of physical fitness, training and judgment, as well as protective equipment, is required to

minimize or avoid injury. The Member assumes sole responsibility for his/her own fitness and capability to dive and all equipment used by the Member in connection with dives. The Member releases THE MARKER BUOY DIVE CLUB, its officers, directors, organizers, members, agents, and representatives from any liability that may result from their own fitness or capability to dive, waives any claim for damages that arise therefrom, and agrees to indemnify and to hold harmless the Club, its officers, directors, organizers, members, agents, and representatives from claims brought by the Member or by the Member's estate if the Member is incapacitated or deceased.

The Member acknowledges that other individual members have different levels of diving skill, different levels of training, different levels of preparedness prior to any particular dive, different levels of risk that they may be willing to assume on any particular dive, varying applications of safety practices such as the Buddy Check, the secondary octopus for buddy air, pony tanks, safety gear, etc., and the Member acknowledges that the Member shall take personal responsibility for assessing the risk of any Club dive or of any dive with other Club members. Further, the Member AGREES TO ASSUME THE RISK of any Club dive and/ or any dive with other Club members and not to rely upon Club sponsorship of the dive or the involvement of other Club members to determine whether the dive is appropriate and safe for the Member.

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE OR CONTINUE PARTICIPATION IN MARKER BUOY DIVE CLUB MEMBERSHIP AND ACTIVITIES, THE MEMBER HEREBY PERSONALLY ASSUMES ALL RISK IN CONNECTION WITH MARKER BUOY DIVE CLUB DIVES, EVENTS AND ACTIVITIES INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS ARTICLE 3, AND HEREBY RELEASES THE MARKER BUOY DIVE CLUB, ITS OFFICERS, DIRECTORS, ORGANIZERS, MEMBERS, AGENTS, EMPLOYEES AND REPRESENTATIVES ("RELEASED PARTIES") FROM ALL LIABILITY FOR INJURY, DEATH OR DAMAGES WHICH MAY OCCUR IN CONNECTION WITH DIVES OR EVENTS SPONSORED, ORGANIZED OR OPERATED BY THE MARKER BUOY DIVE CLUB, WAIVES ANY CLAIM PERTAINING TO SUCH ACTIVITIES AND EVENTS WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE, AND AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, JUDGMENTS, CLAIMS, AND DEMANDS OF EVERY KIND AND NATURE WHATSOEVER CLAIMED BY THE MEMBER, HIS OR HER ESTATE, OR THE MEMBER'S HEIRS, SUCCESSORS AND ASSIGNS WHICH MAY ARISE BECAUSE OF OR IN CONNECTION WITH ANY MARKER BUOY DIVE CLUB ACTIVITY AND/OR THE MEMBER'S PARTICIPATION IN THAT ACTIVITY. THE PROVISIONS OF THIS RELEASE, WAIVER, AND HOLD HARMLESS SHALL SURVIVE THE DEATH OR INCAPACITY OF THE MEMBER AND SHALL BE BINDING UPON THE MEMBER'S ESTATE AND THOSE CLAIMANTS, HEIRS, AND DEVISEES WHO CLAIM THROUGH THE MEMBER'S ESTATE.

Article 4- Duration

This Agreement and its provisions shall be perpetual and shall continue in full force and effect until terminated as provided in Article 5 below. Certain provisions of the Agreement shall survive any termination as provided in Article 5 below.

Article 5-Termination

This agreement may be terminated by the member by sending written or electronic notice to the Board of Directors stating their desire to terminate the agreement.

This agreement may be terminated by the Club by two-thirds approval of the Board of Directors for actions considered detrimental to the Club or its members. Termination by the Club shall be in writing and delivered by mail or by email using the information on file with the Club.

This agreement shall terminate immediately if dues are not received by the Club by the due date set. In this case no written notice shall be required and the member shall be dropped from the active membership roster.

In the event of termination the member's rights to participate in Club social and diving activities shall immediately cease.

It is agreed and understood by the Member that the provisions of Article 3 of this Agreement shall survive termination.

Article 6- Applicable Law

This Agreement and any suit brought by the Member, the Member's estate and those claimants, heirs, and devisees who claim through the Member's estate under this agreement or against the Club, officers, directors, organizers, members, agents, and representatives shall be governed by and construed and enforced in accordance with the laws of the State of Washington applicable to contracts executed in and performed entirely within that State.

Article 7- Venue

The venue for any suits brought by the parties under this Agreement or by the Member, the Member's estate and those claimants, heirs, and devisees who claim through the Member's estate resulting from the Members participation in any and all Club sponsored activities shall be brought in The Superior Court of the State of Washington located in King County Washington.

Article 8- Severability

Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under Washington law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, or determined to be void or unenforceable for any reason, then such provision or term shall be ineffective only to the extent of such prohibition, invalidity or unenforceability, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement, and the prohibited, invalid or unenforceable provision shall be modified to the minimum extent necessary to make it permissible, valid and enforceable, unless the result of any such invalidity or unenforceability shall be to cause a material failure of consideration to the party seeking to sustain the validity or enforceability of the subject provision.

Article 9- Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article 10- Notices

With the exception of a termination resulting from a failure of the Member to pay dues by the due date, all notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given: (a) if personally delivered, when so delivered; (b) if mailed, five (5) Business Days after having been sent by first class, , postage prepaid and addressed to the intended recipient as set forth below; (c) if given by email or other electronic delivery method, once such notice or other communication is transmitted to the address specified below; *provided that*: the sender requests a delivery and read receipt or generates a transmission report showing successful completion of such transaction; and *provided, further*, that if such electronic communication is sent after 5:00 p.m. local time at the location of the receiving party, or is sent on a day other than a Business Day, such notice or communication shall be deemed given as of 9:00 a.m. local time at such location on the next succeeding Business Day; or (d) if sent through a nationally-recognized overnight delivery service that guarantees next day delivery, the Business Day following its delivery to such service in time for next day delivery, provided next day delivery service is specified.

If to the Club:

Marker Buoy Dive Club
PO Box 31163 Seattle, WA 98103
Email- info@markerbuoydiveclub.org

If to the Member, it should be sent to the address written below or to the email address shown in the Club roster at the time the notice is sent or to the last known email address that the Club has for the member. The Member agrees to notify the Club in writing as required above in the event that the Member's address changes.

Article 11- Electronic Signature and Version

The parties agree that signatures transmitted and received via email or other electronic means shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against all parties. The parties agree that an electronic version of this agreement showing signatures shall be considered as an original.

Article 12- Construction

The parties acknowledge and agree that each of them have had an opportunity to review this Agreement and have had the opportunity to have this Agreement reviewed by the respective legal counsel for such parties and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied to the interpretation of this Agreement.

No inference in favor of, or against, any party shall be drawn from the fact that one party has drafted

MARKER BUOY DIVE CLUB MEMBERSHIP AGREEMENT AND WAIVER OF LIABILITY

any portion of this Agreement.

The Member certifies that there are no promises or assurances or other terms pertaining to this Agreement except as expressed herein. The Member further certifies that he or she has read this Agreement carefully, understands its terms and their legal significance, and has signed this Agreement freely and voluntarily without any assurance or guarantee, and that his or her signature is to serve as confirmation of his or her complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed and caused this Agreement to be executed and delivered on the date first above written.

Marker Buoy Dive Club

By: 

Title: President

Members Mailing Address:

By: _____

Title: Member

Please sign this page and initial the bottom of Pages 1 through 4