



SCUBAnauts International
Qualified Adult Leader Application



Developing youth into tomorrow's leaders requires dedication of qualified adult leaders committed to modeling the character and leadership traits set forth in the SCUBAnauts International SOP. As a means to this end, all adult leaders are required to submit the following application. Adult leaders must also maintain current status in Diving First Aid and Boy Scouts Youth Protection Training at all times.

Whether you are a parent or a volunteer, thank you for your dedication to SCUBAnauts International and our nauts! All application materials can returned to your chapter leadership.

Qualified Adult Leader Application Checklist

- Application (this page)
- Signed Master Waiver and Agreement
- Signed Standards of Character, Citizenship and Leadership
- Background Check
- Boy Scouts Youth Protection Training
- Current Certification in Diving First Aid (must include CPR, first aid, oxygen administration, and neurological assessment components within past 12 months)

Additional requirements apply for diving adults. These will be addressed by the Chapter Dive Safety Officer once the initial application and requirements listed here have been met.

SNI Qualified Adult Leader Application

Name: _____

Phone Number: _____ Email: _____

Profession: _____ Any other special skills you can contribute: _____

Are you a certified diver? Highest Cert? _____

Any allergies: _____

Emergency Contact Name and Phone Number: _____

SCUBAnauts International, Inc.

Master Waiver and Release Agreement



SNI Mission

The mission of SCUBAnauts International, Inc. and its Chapters (collectively, "SNI") is to educate teens in the marine sciences, enabling them to make a positive impact on the environment and empowering them to become tomorrow's leaders.

Date: _____

Participant's Name: _____ (the "Participant")

Chapter: _____

If Participant is a Minor (under 18 years of age), then the term "Participant" hereinafter means and includes the individual named above and such individual's parent or guardian, who has executed this Master Agreement below.

BY SIGNING BELOW, PARTICIPANT (A) WARRANTS AND REPRESENTS THAT PARTICIPANT HAS READ AND UNDERSTOOD THE WRITTEN DOCUMENTATION THAT DESCRIBES THE MISSION THAT ACCOMPANIED THIS MASTER AGREEMENT AND THE (1) STATEMENT OF UNDERSTANDING & WAIVER OF LIABILITY AND RELEASE AGREEMENT, (2) PRIVACY AND PUBLICITY RIGHTS AGREEMENT, (3) COPYRIGHT ASSIGNMENT AGREEMENT, AND (4) OTHER TERMS AND CONDITIONS OF MASTER AGREEMENT (COLLECTIVELY, THE "AGREEMENTS") AND (B) AGREES TO EACH OF THE AGREEMENTS WITHOUT EXCEPTION OR CONDITION (AND SUCH ACCOMPANYING DOCUMENTATION AND AGREEMENTS ARE HEREBY INCORPORATED IN THIS MASTER AGREEMENT VERBATIM BY THIS REFERENCE).

Participant's Signature: _____

Date: _____

NOTICE TO THE MINOR CHILD'S PARENT OR GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. BY SIGNING BELOW, YOU ARE AGREEING TO ALLOW YOUR MINOR CHILD TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SCUBANAUTS INTERNATIONAL, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SCUBANAUTS INTERNATIONAL, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SCUBANAUTS INTERNATIONAL, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent's / Guardian's Signature: _____

Print Parent's / Guardian's Name: _____

Date: _____

Participant Initials: _____ Parent/Guardian Initials: _____

SCUBAnauts International, Inc.

Master Waiver and Release Agreement



Statement of Understanding & Waiver of Liability and Release Agreement

The Participant wishes to participate in the Mission with SCUBANAUTS INTERNATIONAL, INC. ("SNI"). The Mission is described in documentation accompanying this Statement of Understanding / Waiver of Liability and Release (the "Release"). The "Mission" includes, without limitation, all activities associated with the Mission, transportation to and from the Mission (whether by plane, vehicle or vessel) and, if applicable, scuba diving. The Participant acknowledges and agrees that the Mission may be modified by SNI hereinafter due to circumstances or environmental concerns. Notwithstanding any such modification to the Mission, this Release shall remain effective as if the Mission conducted was that which was described in the accompanying documentation. The Participant understands that operations on-the-water include the possibility of seasickness, falling down on the deck, and risk of drowning or injury. The Participant understands that underwater activities include risks associated with marine plants and animals, other individuals, and the environment (e.g., cold water, high seas, and strong currents), and that scuba diving requires a person to be able to sustain strenuous physical activity. The Participant intends for the assumption of risks hereunder and the release of SNI and other Released Parties to be broad, and includes any and all claims or causes of action (or threats thereof) for personal injury, sickness, or death, and any and all property loss or damage, that the Participant may incur or sustain while participating in the Mission.

In exchange for good and valuable consideration (including, without limitation, the right of the Participant to participate in the Mission, which is described in accompanying documentation), the receipt and sufficiency of which is hereby acknowledged by the Participant, the Participant hereby: (1) warrants and represents that he or she is thoroughly informed and aware of the inherent hazards of skin and scuba diving, including the possibility of ear equalization injuries, hyperbaric trauma, decompression sickness, and other diving maladies and injuries; (2) assumes all risks – whether currently foreseen or unforeseen -- arising out of or connected with the Participant's participation in the Mission; (3) waives liability, releases, dismisses, and otherwise discharges SNI, and all other chapters of SNI that is participating in the Mission, and each of their respective directors, officers, adult leaders, SCUBAnauts, other participants, invitees, scientists, dive masters, volunteers, employees, insurers, attorneys, affiliates, agents, representatives, and other associated or affiliated persons (collectively the "Released Parties") from any and all claims, causes of action, and other liability that any of the Released Parties may have in connection with any injury, harm, sickness, death, or property loss or damage that the Participant may incur or sustain during the Mission due to any negligent act or omission by one or more Released Parties; (4) agrees to save, indemnify, and hold harmless the Released Parties from any claim or law suit that may be brought at any time by the Participant, or Participant's family members, estate, personal representatives, executors, administrators, heirs, or assigns or successors, which arises out of or is connected with the Participant's participation in the Mission; (5) represents and warrants that Participant has read and understood this Release and the accompanying documentation, and (6) further represents and warrants that Participant has signed this Release (Master Agreement) freely, voluntarily, and without relying on any inducement or statement other than terms set forth herein.

The Participant understands that, by execution of this Release (Master Agreement), the Participant is waiving or releasing all rights that Participant may have to make a claim or bring a lawsuit against SNI or any of the other Released Parties as a result of the Participant's injury, death, or other loss sustained due to negligence of another, in whole or in part, during the Mission.

It is the Participant's intent that this Release be deemed a full and unconditional advance waiver of liability and release, which shall be recognized to the fullest extent permitted by law.

Participant Initials: _____ Parent/Guardian Initials: _____

SCUBAnauts International, Inc.

Master Waiver and Release Agreement



Privacy and Publicity Rights Agreement

The Participant also understands and agrees that the Mission may be filmed or otherwise recorded, in whole or in part, for many purposes, including but not limited to educational, scientific, documentary, entertainment, and promotional purposes. In exchange for good and valuable consideration (including, without limitation, the right of the Participant to participate in the Mission, the receipt and sufficiency of which is hereby acknowledged by the Participant, the Participant hereby agrees to the terms and conditions of this Privacy and Publicity Rights Agreement (the "Rights Agreement"), which includes the following:

- i) any and all photographs, whether still or action, video recordings, and audio recordings of the Participant, whether by himself or herself or with others, may be taken or otherwise made of the Participant during the Mission (collectively, the "Recorded Media");
- ii) all rights, title and interest in and to the Recorded Media shall belong to SNI;
- iii) the Participant's name, voice, likeness, and biographical information may be used, produced, sold, licensed, exploited, or otherwise disseminated or published by SNI, or its licensees, assignees and successors in interest, directly or indirectly, in connection with the Recorded Media, via any medium for any purpose (including but not limited to television and radio broadcasts, print media, video or film footage, web casts, or other media);
- iv) the rights granted by this Rights Agreement are effective worldwide and includes without limitation all related rights of publicity, and rights of privacy, regardless of jurisdiction;
- v) SNI may exploit each of the rights granted to it hereunder without any payment or other compensation to the Participant; and
- vi) the rights granted to SNI hereunder are irrevocable, worldwide, and in perpetuity.

In addition to the foregoing, the Participant hereby waives all such rights and releases SNI, the other Released Parties, and SNI's licensees, assignees and successors in interest from, and agrees neither to sue nor to bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, infringement of rights of publicity, intrusion, false light, or public disclosure of private facts, or any similar claim or cause of action, or based upon or relating to the use or exploitation of the Recorded Media.

It is the Participant's intent that this Rights Agreement be recognized and enforced to the fullest extent permitted by law.

Copyright Assignment Agreement

This Copyright Assignment covers any and all copyrights, and all underlying rights, created by the Participant, alone or with others, during the Mission (the "Copyrighted Works") under the copyright laws of the United States of America. The term "Copyrighted Works" includes, without limitation, any and all notes, writings, sound recordings, collections of data, audio/visual works, motion pictures, still photography, pictorial, graphic and sculptural works, collective works, digital transmissions, literary works, and works of visual artists. The term "Copyrighted Works" also includes, without limitation, all summations, compilations, refinements, and derivative works created from the Copyrighted Works (whether created during or subsequent to the Mission).

In connection with any and all Copyrighted Works, the Participant hereby warrants and represents that: (a) he or she has not assigned or otherwise transferred, licensed or granted to any other person any right, title or interest

Participant Initials: _____ Parent/Guardian Initials: _____

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in or to the Copyrighted Works; (b) he or she has full authority to assign, convey and transfer to SNI any and all exclusive rights comprised in the Copyrighted Works, including without limitation any subdivision of any rights; and (c) the Copyrighted Works, to his or her knowledge, do not infringe upon any copyright or other right of any third party.

In exchange for good and valuable consideration (including, without limitation, the right of the Participant to participate in the Mission, the receipt and sufficiency of which is hereby acknowledged by the Participant, the Participant hereby irrevocably transfers, conveys and assigns to SNI, and to its successors and assigns, all rights, title, interest, and remedies of copyright ownership in and to all Copyrighted Works throughout the world and in all forms of media. The Participant hereby agrees to execute and deliver to SNI, or its successors or assigns, any and all documents or instruments deemed necessary or advisable to otherwise memorialize or perfect the transfer, conveyance, or assignment of all rights, title and interest in the Copyrighted Works. The Participant further covenants that he or she will not challenge or otherwise dispute, alone or with or through others, SNI's right to publish, distribute, license, convey or otherwise use the Copyrighted Works anywhere in the world. The Participant acknowledges and agrees that the transfer, conveyance or assignment of copyright ownership set forth in this Copyright Assignment is intended to be irrevocable and forever.

Other Terms and Conditions of Master Agreement

This Master Agreement may be executed electronically, and any such executed document received via electronic transmission or in hard form shall constitute effective execution and delivery of this Master Agreement.

This Master Agreement will be governed by and construed under the laws of the State of Florida and the United States of America without regard to conflicts-of-laws principles that would require application of any other law. All disputes shall be brought in the state courts of Florida located in Pinellas County, Florida, or the federal court located in Hillsborough County, Florida.

If any provision of this Master Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Master Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

This Agreement supersedes all prior agreements, whether oral or written, by or between the Participant and SNI and constitutes a complete and exclusive statement of the terms and conditions of the agreements between the Participant and SNI with respect to the subjects and matters treated herein. The terms and conditions of this Master Agreement may not be amended or otherwise modified except by written agreement by the President of SNI.

Participant Initials: _____ Parent/Guardian Initials: _____

SNI Standards of Character, Citizenship and Leadership

The following fundamental principles shall apply to the behavior of all SNI Members (adult and youth) during all SNI activities and events:

- a. Be honest and exhibit high moral standards, ethics and personal integrity.
- b. Be respectful and courteous.
- c. Be responsible and dependable.
- d. Be fair and reasonable.
- e. Act safely.
- f. Be active in community and helpful to those in need.
- g. Maintain discretion and confidentiality.
- h. Do not intentionally embarrass, bully, haze, or insult.
- i. Do not make any false, malicious, or disparaging remarks.

I, _____, **acknowledge** that SCUBAnauts International is an organization of young women and men training to become America's future leaders. I understand that SCUBAnauts are trained to conduct scientific diving in accordance with the standards of the American Academy of Underwater Sciences (AAUS) and that the diving will be led by qualified adult mentors, including SCUBA instructors and dive masters, scientists, and educators.

I, _____, **agree** to abide by the SNI STANDARDS OF CHARACTER, CITIZENSHIP AND LEADERSHIP (as set forth above).

I, _____, **understand** that **SAFETY** is of the utmost importance in participating in the SNI program and I **pledge** to do my part to maintain the **SAFETY** of the SNI program for myself and all other participants. I further understand that if my skills, training, fitness or behavior is lacking in any way, that may put me or other members at risk, I may not be allowed to participate. I agree that I will strive to ensure a SAFE and POSITIVE environment and to encourage and support the SNI program knowing that any form of unsafe, disruptive or destructive conduct will not be tolerated.

I, _____, **understand** that if I do not maintain my qualifications and certifications, meet the minimum annual logged dive requirements, attend Chapter meetings regularly, and participate in community service activities as required by the SNI program, I risk losing my SNI ranking, risk participation in scientific dives, events and trips, and risk dismissal from the SNI program completely.

I, _____, **am interested** in becoming a member of SNI and learning about our underwater world by exploring and researching our marine and freshwater environments in a SAFE and POSITIVE environment that builds character, promotes active citizenship, and develops leadership skills.

Further, I, _____ **hereby grant SCUBAnauts International permission** to use my likeness and / or the likeness(es) of my child(ren) when participating in SCUBAnaut activities in a photograph, interview, video, or other digital media in any and all of its publications, including web-based publications and promotional materials, without payment or other consideration. The images will be the sole property of SCUBAnauts International. I hereby release and hold harmless the local SCUBAnaut Chapter and SCUBAnauts International from any claim arising from the use of these images.

- I agree to the photo release.
- I wish to opt out at this time. Initials: _____

Signature: _____ Date: _____

SNI Background Check Procedure

- 1. Payment:** Background checks are conducted through AmericanChecked and cost \$31. Payment can be made via cash or check to your Chapter President or online at <https://scubanautsintl.org/donate/>. Be sure to scroll down and find the “Adult Background Check” PAY NOW button if paying online.
- 2. Complete Background Check Information:** Once payment is received, you will receive an automated email from AmericanChecked. Please complete immediately, as the application does expire.
- 3. Notification of Results:** You and your Chapter President will be notified directly of the results. You will either be cleared to participate, or the findings of your background check will be sent to the Board of Directors for review.

Boy Scouts Youth Protection Training

1. Visit <https://www.scouting.org/training/youth-protection/> and create an account. Complete the course and upload your certificate of completion to MANTA. This is good for two years. It is your responsibility to maintain current status.
2. By completion of this training, you agree to abide by all outlined policies, including digital communications.