



Membership Agreement

This Membership Agreement is a document of understanding, and limitation of liability, between the undersigned Greater Omaha SCUBA Club member (hereinafter referred to as MEMBER) and the Greater Omaha SCUBA Club LLC dive club (hereinafter referred to as GOSCUBA). This agreement, when signed by the MEMBER and accepted by GOSCUBA, together with the duly constituted GOSCUBA ByLaws and Club Rules, is the basis for all GOSCUBA actions and activities relating to the MEMBER. If any term or condition of this agreement is in conflict with any provision of the GOSCUBA ByLaws or Club Rules, their terms and conditions shall take precedence.

DEFINITIONS:

The term GOSCUBA, as used in this agreement, refers to the corporate entity known as the Greater Omaha SCUBA Club LLC, including its elected officers, appointed representatives, and the aggregate of all GOSCUBA members. The term MEMBERSHIP, as used in this agreement, refers to the aggregate of all GOSCUBA members, including the elected officers and appointed representatives. The term MEMBER, as used in this agreement, refers to the undersigned GOSCUBA MEMBER.

DIVING QUALIFICATION:

The GOSCUBA is a social club, the members of which share a common interest in the sport of scuba diving. As a condition of membership, the MEMBER represents that he/she has been certified as a scuba diver by a nationally recognized dive training agency. The MEMBER understands and acknowledges that GOSCUBA has not judged his/her abilities or qualifications to participate in the sport of scuba diving, or in any particular GOSCUBA diving activity. The MEMBER agrees that he/she is solely responsible for gathering information pertaining to any GOSCUBA diving activity, judging the accuracy and completeness of this information, including the accuracy and completeness of any information provided by GOSCUBA, and for using this information to assess his/her abilities and qualifications to participate in any GOSCUBA diving activity.

SAFETY:

The MEMBER understands and acknowledges that scuba diving is an inherently dangerous activity and participation in such activity may result in injury, permanent physical impairment, or death. The GOSCUBA, as a matter of club policy, desires to promote the general safety of scuba diving. To this end, GOSCUBA has a Diving Activities Committee Chairman as well as Club Rules pertaining to diving safety. The MEMBER understands and acknowledges, however, that he/she is solely responsible for his/her safety. This includes, but is not limited to, the responsibility for analysis of the diving conditions, such as visibility, depth, and current; development and analysis of a dive plan or proposed dive plan; selection and condition of personal dive equipment; selection of and judging the adequacy of any dive buddy or dive group; selection of the proper dive procedures to be used on a particular dive; selection of, and judging the adequacy of, training and/or equipment of a dive boat and/or its crew, or of other diving facilities. The MEMBER'S responsibility shall further include, but is not limited to, the selection of, or judging the adequacy of, any non-diving facilities or of any air, sea, or ground transportation associated with any club activity.

REEF PROTECTION:

GOSCUBA's policy requires all members and guests to be respectful of and sensitive to fragile reef systems and their inhabitants. MEMBER and guests will strive to maintain neutral buoyancy and will keep their gauges, fins, camera equipment, and bodies from contacting all living parts of the reefs. In a spirit of cooperation, members and guests will remind each other of their infractions to this policy. MEMBER and guests will receive these reminders in the spirit in which they are given. If you are repeatedly observed not complying with this policy, GOSCUBA may deny your participation in future club trips or events.

GOSCUBA SPONSORED DIVES:

The GOSCUBA organizes dive trips, locally and to foreign locations, for the benefit of the MEMBERSHIP. The MEMBER understands and acknowledges that GOSCUBA is acting only as an organizer and coordinator for the convenience of the MEMBERSHIP, and not as an agent, or insurer, of the MEMBER. The GOSCUBA does NOT represent or warrant that a dive resort or dive facility, air, sea, or ground transportation will be as expected; or that the expected services will actually be delivered; or that the safety facilities or procedures will be adequate; or that medical facilities or supplies will be adequate or available. It is agreed that the MEMBER is solely responsible for determining the financial and physical risks associated with a GOSCUBA SPONSORED dive and that by participation in such a dive, the MEMBER agrees to assume all risks, including those stated above. It is further understood and agreed that GOSCUBA may realize net revenues from a dive trip as defined in the Club Rules. Said revenues may be returned to the GOSCUBA treasury for the benefit of the MEMBERSHIP.

Members Initials:

GREATER OMAHA SCUBA CLUB MEMBERSHIP AGREEMENT

Greater Omaha SCUBA Club LLC

Membership Agreement (continued)

OTHER GOSCUBA ACTIVITIES:

The GOSCUBA may organize non-diving activities for the benefit of the MEMBERSHIP. The GOSCUBA does NOT represent or warrant that these activities are suitable for the MEMBER, or that any expectations of the MEMBER will be fulfilled. It is agreed and acknowledged that the MEMBER is solely responsible for determining the suitability of such activities for him/her.

LIMITATION OF LIABILITY:

The MEMBER shall, and hereby does, for himself/herself, his/her heirs, personal representatives, and any and all others who would claim by, through, or under him/her release and hold harmless the GOSCUBA, its elected officers, appointed representatives and individual MEMBERS from all expense and liability for damages and/or injuries sustained by the MEMBER arising from the MEMBER'S participation in any GOSCUBA activity. This release shall also include any damages or injuries sustained by the MEMBER resulting from any Good Samaritan efforts by a dive buddy or dive group or by any GOSCUBA elected officer, appointed representative, or individual MEMBER.

TERMINATION OF MEMBERSHIP:

The MEMBER may terminate their affiliation with the GOSCUBA at any time with 30 days notice. Dues are fully earned and will not be pro-rated or refunded. The Executive Board, by a vote of unanimous consent, has the authority to terminate the MEMBER for any reason at any time. Before a MEMBER terminates, if such termination is not self imposed by the MEMBER, the MEMBER will have the right to appear before the Executive Board and/or the Internal Affairs Committee to defend their continued membership in GOSCUBA. The length, date, and number of these meetings shall be determined by the Chairman of the GOSCUBA. Termination may result for any violation of the GOSCUBA Club Rules, the GOSCUBA Membership Agreement, or for any other acts deemed by the Executive Board to be contrary to the best interests of the clubs membership.

The undersigned MEMBER acknowledges that he/she has read this agreement, understands it, and agrees to its terms. The MEMBER also agrees that this is the only agreement, written or oral, between the MEMBER and GOSCUBA relating to the subject matter of this agreement. This agreement replaces any and all previously signed agreements.

MEMBER Signature / Date

Parent/Legal Guardian Signature / Date

MEMBER Name (Print or type)

Parent/Legal Guardian Name (Print or type)

Accepted by:

GREATER OMAHA SCUBA CLUB LLC

GOSCUBA Elected Officer / Title / Date

