



# Diving Safety Partner



## APPENDIX 5:

### Participation Agreement

#### **INITIAL**

1. I attest that I am a principal or agent of the business

\_\_\_\_\_ (name of business) ("Business"), which is engaged in the operation of recreational diving , and whose headquarters is located at the following address

\_\_\_\_\_ (address of business)

in the state/province of \_\_\_\_\_

in the country of \_\_\_\_\_,

and that I have legal capacity and authorization to enter into a binding, lawful agreement on behalf of the Business.

2. I attest that the recreational dive facility operated by the Business satisfies all requirements described in the DAN DSP Information Guide

3. I agree that in addition to meeting program requirements, I am required to pay an annual 100 € fee to become / maintain status as a DAN Diving Safety Partner (Silver/Gold). If my application is not accepted due to not having the needed prerequisites I will not get charged the full amount but only a 25 € service fee for the evaluation of the Emergency Assistance Plan and other prerequisites. Furthermore, I understand that, as consideration for participation in the program, the Business is entitled to the benefits as described in the Diving Safety Partners Information Guide. If you are an active DAN Club member and/or DAN Business Partner who owns a DAN Oxygen unit and has the majority of the staff trained as DAN Providers for the different first aid courses as stated in the prerequisites, the fees to become Silver or Gold DAN Diving Safety Partner are waived.

4. I agree that, if at any time the Business can no longer meet the requirements described in the "Diving Safety Partners Information Guide," the Business will notify Divers Alert Network within seven (7) business days and cease promoting itself as a DAN Diving Safety Partner participant and will no longer be entitled to any benefits of the DAN Diving Safety Partners program, as described in the Diving Safety Partners Information Guide. Furthermore, DAN reserves the right to visit participant operations randomly to insure program compliance.

5. I understand that the DAN Diving Safety Partners program acknowledges adherence to recognised dive operation safety guidelines as described in the Diving Safety Partners Information Guide which do not supersede federal, state, provincial or local laws governing dive resort or vessel operations, procedures or equipment.



# Diving Safety Partner

6. I agree that while participating in the DAN Partners in Dive Safety program, the Business may use the statement: “[Name of Business] meets all minimum requirements of the [specific level] DAN Diving Safety Partners program,” in its advertising and promotional materials.

7. I agree that the Business will make no further inferences, affirmations or warranties of its operational safety beyond the statement in paragraph 6, as it specifically relates to the Business’s participation in the DAN Diving Safety Partners program.

8. I agree that the Business will indemnify and hold harmless Divers Alert Network Europe and International Divers alert Network, its holdings, directors, officers and employees for any loss, liability or penalty which might result from any third-party claims resulting from:

1. personal injury or damage to property incurred at the Business’s resort(s) or aboard the Business’s vessel(s), whether caused intentionally or negligently;
2. failure of the Business’s employees or agents to comply with applicable state or federal dive operation or vessel rules or regulations; and/or
3. claims of action against the Business for fraud, misrepresentation and/or unfair or deceptive trade practices stemming from implied or express warranties of the safety, comfort, performance or features of the Business’s resort or dive operations and/or the qualifications and training of the Business’s employees and agents.

9. I agree that this agreement shall require my adherence to all applicable International laws and National laws governing recreational dive operations.

10. I agree that this agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

11. I agree that the failure of any party to exercise any rights under this agreement shall not be deemed a waiver of such right or any other rights.



# Diving Safety Partner



12. I agree that this agreement will expire one year from execution, and can be cancelled by either party within 30 days of written notification.

I have read and understand the terms and conditions of participation in the DAN Diving Safety Partners Participant Agreement and Statement of Understanding, and agree to all conditions that I have initialed.

Title: \_\_\_\_\_ Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_