

COVID-19 Safety Acknowledgment Liability Waiver and Release of Claims

COVID-19 SAFETY INFORMATION & WET ROCKS DIVING COVID-19 POLICIES and PROCEDURES:

1. If you have tested positive OR experience ANY symptoms (even minor) OR have had recent exposure to a COVID-positive or suspected COVID-positive individual, please do not attend or continue to attend class or other event (from here forward “event(s)” will refer to both classes and other bookings including guiding an other activities) with Wet Rocks Diving. Your tuition or professional fees to Wet Rocks Diving and any GUE registration fees will be transferred to a new date in the case of a COVID-related rescheduling. If you have already started class or another event, there will be no penalties for finishing your event at a later date.
2. Wet Rocks Diving reserves the right to require written documentation from your doctor, public health official, or primary employment manager for COVID-related rescheduling in order to transfer your tuition and GUE registration to a new date. Any unused site fees or rental fees will be transferred to your rescheduled booking. For any lodging and charter fees, we will make all attempts to transfer client’s payments to their rescheduled date; however, in some situations, depending on the date of the COVID-related rescheduling, we may be within the cancellation policy for our lodging or charter providers and fees may not be able to be transferred in this case.
3. If you test positive for COVID-19, you may not return to training or other Wet Rocks Diving events until you have obtained medical clearance to return to diving and have followed the protocols recommended by Divers Alert Network (DAN) here: https://alertdiver.eu/en_US/articles/what-you-should-know-about-diving-after-covid-19
4. Our premise is that we must behave as if every diver may have the virus. No matter how careful one is, no method is 100% effective. Also, since pre-symptomatic and asymptomatic spread is possible with COVID, we must treat everyone as if they are contagious. Masks reduce risk, however, the combination of proper mask type, mask use, hygiene AND social distancing is needed for best overall infection risk reduction.
5. While individuals who have had a prior COVID-19 infection and/or have received a COVID vaccination may have a lower risk of being personally affected by the virus, those with antibodies may still be capable of transferring an infection to others after contact with someone who has a current COVID infection. Thus, ALL divers must follow the same testing, avoidance, and prevention protocol set forth below.
6. Wet Rocks Diving’s policies are conservative with the perspective that divers are a population with potentially greater consequences of a COVID-infection. Due to the low tolerance of diving to any decrease in pulmonary, cardiac, or nervous system function, a COVID-infection for a diver could mean the end of or significant limitations being placed on future diving for that individual. Also, when transitioning to the water and in the water, masking is often not possible. Thus, a higher standard of pre-event prevention must be enacted to reduce the risk to participants and staff.

PRE-EVENT PROCEDURES:

In light of increased COVID-19 infections and hospitalizations in the USA, Wet Rocks Diving has recently increased our precautions. This will include testing and a semi-quarantine protocol in the 10 days before and during your event. In short, we ask you to reduce your potential exposure as much as possible, limiting your contact to essential grocery shopping, food take-out, outdoor exercise, and required work duties. Wet Rocks Diving staff instructors are following these masking and avoidance activities at all times, not just in the 10 days prior to events.

1. Activities to Avoid: In the 10 days before the event, as well as during the event, participants shall avoid:
 - a. Non-essential indoor activities or outdoor gatherings. These include but are not limited to:
 - i. Dine-in restaurants and bars, regardless if indoors or outdoors
 - ii. Gyms
 - iii. Beauty, hair, spa, nail salons and barber shops or massage establishments.
 - iv. Public dive charter/dive boats

Participant’s Initials: _____

- v. Shared-vehicle transportation (drive separate, ideally) or public transit
 - vi. Malls and non-essential shopping (i.e. shopping for items other than food or medical needs).
 - vii. Movie theatres, concerts, theatres, nightclubs, conventions.
 - viii. Any non-essential gathering of people, related or unrelated to each other, indoors or outdoors
 - ix. Approaching any non-masked individuals within 10ft, indoors or outdoors. If and only if both you vaccinated and your household members are fully vaccinated, then you do not need to mask around these vaccinated household members.
2. Masks Required: In the 10 days before an event, as well as during the event, participants shall wear a properly-fit, multi-layered mask covering both nose and mouth, in the following situations:
- a. Anytime indoors with another person in the same room, regardless of size of room.
 - b. Anytime outdoors when within 10ft of another person.
 - c. If the diver's significant other or other family member will not be wearing a mask near the participant, these close contacts must follow the same protocols, including testing (below).
3. Other Practices: In the 10 days before an event, as well as during an event, participants shall:
- a. Maintain social distance of at least 6 ft (10ft preferred) whenever possible, even when masks are used,
 - b. Be vigilant with hand-washing and surface disinfection.
 - c. Report any symptoms or close contacts with COVID-positive or suspected COVID-positive individuals to Wet Rocks Diving staff prior to arriving at the event
4. TESTING: All participants shall obtain a COVID-19 test using the following criteria:
- a. The test shall be a molecular viral (PCR) with official written statement of a negative test which shall be provided to Wet Rocks Diving before divers arrive for their event. Rapid antigen or antibody tests are not acceptable as the sole evidence of a negative test.
 - b. The sample must be collected once the participant has been following the above activity avoidance and mask use protocols for at least 5 days. The sample must be collected no more than 5 days before the first day of your event. Participants should make sure to check testing return times to make sure the official results will be available before they arrive at their event.
 - c. Any higher-risk activities or exposures after sample collection will invalidate the test. Strict adherence to precautions after sample has been taken is required.
 - d. Participants agree to submit to a pre-class or on-site rapid antigen test if requested by the instructor.

Participant's Initials: _____

DURING-EVENT PROCEDURES:

1. Mask and hygiene policy
 - a. Types of face-covering masks allowed/disallowed
 - i. Properly fit, covering nose and mouth
 - ii. NO face-coverings with exhaust valves
 - iii. NO single-layer or tight-fitting gaiters
 - iv. NO bandanas
 - b. Masks required all times people closer than 10ft regardless if indoors or outside
 - c. Even when masks are worn, a spacing of 6ft or greater should be maintained whenever possible
 - d. Participants may choose to wear eye protection.
2. Frequent hand washing/sanitizing especially before/after:
 - a. eating/drinking
 - b. handling common equipment (analyzers, props etc)
 - c. We will try to have hand sanitizer, disinfectant wipes, and extra disposal face-covering masks available whenever possible. Suggest also bringing your own supply.
3. Avoiding classrooms (air-conditioned/recirculated-air spaces)
 - a. Be prepared to be outside all-day, with appropriate clothing (check the weather: we have both winter & summer, sometimes in the same week)
 - b. Sun protection (although we will try to stay in the shade)
 - c. Have enough drinking water
4. Rental house common spaces
 - a. Masks shall be used
 - b. Suggest bringing sanitizing wipes
5. Transitioning to scuba gear
 - a. Gearing up/down: ideally, each diver should be separated by >10ft when not wearing face coverings
 - b. Pre-dive checks: separated, if not wear face coverings
 - c. Walking to/from water: use of your regulator recommended
 - d. Breathing from a SCUBA regulator (especially if your nose is blocked by a scuba mask) protects YOU, but DOES NOT protect those around you who are breathing the ambient environment as scuba regulators DO NOT filter their exhaust.
 - e. **Maintain minimum 6ft separation (10ft separation preferred) from all other participants and staff when not wearing a mask.**
6. In-water
 - a. Please avoid using spit to defog your mask. Please use commercial defog or baby shampoo, etc.
 - b. Please refrain from spitting/blowing nose while in the water. This is especially important when diving the springs as freshwater does not kill the virus as quickly as salt or treated pool water.
 - c. Surface policies: Either 10ft separation (preferred) or everyone but speaker breathes from regulator. Not using your regulator when close to others puts you (the speaker) at risk. All shall leave their scuba mask in place. **Maintain minimum 6ft separation (10ft separation preferred) from all other participants and staff when not wearing a nose/mouth-covering mask.**
 - d. No borrowing/sharing of equipment that goes in your mouth or on your face, unless it is a real underwater emergency
 - e. Drills will be modified so that each diver is only using their own regulators and own masks
 - f. Debriefs might be delayed until after de-kit so that face coverings may again be worn.
7. Biggest challenges are at water's surface, when we have scuba gear on, and walking pathways/stairs to and from the water - CANNOT MITIGATE ALL RISKS!

Participant's Initials: _____

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I ACKNOWLEDGE that I derive personal satisfaction and a benefit by virtue of my participation with Wet Rocks Diving events, and I willingly engage in Wet Rocks Diving-arranged events, classes, training, or guided dives (the “Event”).

DUTY TO ABIDE BY GUE & WET ROCKS DIVING COVID-19 SAFETY PROCEDURES: Participants AGREE to abide by the procedures established, in-writing or verbally, by GUE and/or Wet Rocks Diving staff. These procedures will not eliminate all risk of COVID-19 infection. Those who do not comply may be removed from the event without refund.

DUTY TO SELF-MONITOR:

Participants AGREE to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, loss of smell, and shortness of breath) and, contact Wet Rocks Diving at team@wetrocksdiving.com if he/she experiences symptoms of COVID-19 within 14 days after participating in the Event.

RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST ANN ALAIN LLC DBA WET ROCKS DIVING AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, STAFF, VOLUNTEERS, AND AGENTS, INCLUDING BUT NOT LIMITED TO WET ROCKS DIVING INSTRUCTORS/GUIDES MEREDITH TANGUAY AND MAX FRENKEL (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE EVENT.

ASSUMPTION OF THE RISK. I ACKNOWLEDGE and UNDERSTAND the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Event, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

Printed Name of Participant: _____

Signature of Participant: _____

Date: _____

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Participant’s Initials: _____