

MTU Aquanauts Membership Agreement

1. This agreement shall serve as a binding contract between MTU Aquanauts and the undersigned.
2. MTU Aquanauts will provide SCUBA equipment rental, service, and compressed air in exchange for membership dues. The current student rate for dues is \$35 per semester, or \$80 per academic year. Community rates are \$45 per semester, or \$95 per academic year. Payments returned due to non-sufficient funds are subject to a \$30 fine.
3. Members may apply as an associate or full member. Full membership includes equipment rental, service, air system access, voting rights in club activities, and requires attendance at biweekly meetings with two acceptable absences. Associate membership includes only equipment rental, service, and air system access without voting rights or attendance requirements. Full membership is opt-in, and must be declared to a club officer when completing membership application.
4. Memberships expire at the end of each semester for which dues have been paid. All year long memberships expire at the end of the summer semester.
5. A waiver of liability must be completed before equipment is rented or membership is granted to the undersigned.
6. Members must possess a dive certification from a nationally recognized professional diver instruction association to receive regulators, tanks, or access to air systems.
7. Members shall be responsible for any damages to MTU Aquanauts property while in possession of said property.
8. Members who damage equipment and do not provide adequate compensation may have a hold placed on their university account. Non-student members will be reported to law enforcement for damaged equipment.
9. Members may not allow non-members to use club equipment, tools, or air systems. Failure to comply with this rule may result in permanent membership disqualification, and will result in a fine of \$200 per non-member access to club equipment, tools, service, or air systems.
10. Members may not rent more than one regulator and two tanks per checkout cycle.
11. Equipment rentals will last no longer than one week (Seven consecutive days) unless otherwise expressly arranged with club President, Vice President, Treasurer, Secretary, or Equipment Manager.
12. Returning equipment beyond the one week limit may result in a fine, and/or a hold placed on the members university account.
13. MTU Aquanauts may refuse to rent equipment, provide service, or provide access to air systems at any time.
14. MTU Aquanauts and officers of the club reserve final right of interpretation of any club regulations.
15. Members also agree to follow all regulations promulgated following entering membership. No individual or institution may be grandfathered to outdated club policies or rates.

The undersigned agrees to the terms above.

Name: _____
 Signature: _____ Date: _____
 Permanent Address: _____

 Phone Number: _____
 Certification Number: _____
 Membership Period: FALL SPRING SUMMER YEAR

To Be Completed by Aquanauts E-Board Member

Payment Method: _____
 Payment Amount: _____
 Membership Expiration: _____
 E-Board Member: _____
 E-Board Signature: _____

WAIVER OF LIABILITY
MICHIGAN TECHNOLOGICAL UNIVERSITY AQUANAUTS SCUBA CLUB
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the Michigan Technological University Aquanauts SCUBA Club, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Michigan Technological University, the Board of Trustees of Michigan Technological University, Michigan Technological University Aquanauts SCUBA Club, their officers, agents, or employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, or as a member of MTU Aquanauts SCUBA Club, while in, on or upon the premises where the activities are being conducted, **REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

2. I am fully aware of the risks and hazards connected with the activities of SCUBA diving. [SCUBA diving is an activity with a high element of risk. SCUBA diving is physically demanding and all participants should have a high degree of physical ability to perform this sport. Potential risks include minor injury, major injury, permanently debilitating injury, or death.], and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that **RELEASEES** do not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activities, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law

3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur due to my participation in said activities, or as a member of the MTU Aquanauts SCUBA Club, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above-named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Michigan and that any mediation, suit, or other proceeding must be filed or entered into only in Michigan and the federal or state courts of Michigan. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I HEREBY CERTIFY that I have personal health insurance. My insurance company is _____

I have signed this Waiver and Agreement under seal on the date of: _____

Name: _____