

JAMAICA SCUBA DIVING CLUB (JSDC)

CLUB CONSTITUTION

June 2003

CONTENTS

Article	Description	Page
	Preamble	
1	Name	3
2	Address	3
3	Objectives	3
4	Eligibility for Membership	3
5	Application for Membership	4
6	Membership Register	4
7	Affiliation with other Diving Organisations/Clubs	5
8	Duties of Members	5
9	Resignation	5
10	Effect of Ceasing to be a Member	5
11	Annual Subscriptions	5
12	Executive Committee	6
13	Duties of Club Officers	7
14	Executive Committee Meetings	8
15	Responsibilities of the Executive Committee	9
16	Committee Decision	9
17	Annual General Meeting (AGM)	9
18	Extraordinary General Meeting (EGM)	10
19	Membership Decision	10
20	Control of Expenditure	11
21	Liability	11
22	Indemnity	11
23	Damages/Removal of Property	11
24	Suspension of Membership/Expulsion	11
25	Removal of Club Officer or Executive Committee Member	12
26	Dissolution	13
27	Changes to the Constitution	13
28	Non-Members	13
29	General	13
Schedule	<i>Schedules to the Constitution</i>	
A	Membership Application Form	14
B	Annual Membership Subscriptions	15
C	List of Club Officers/Committee Members Responsibilities	16
D	Club Dive Rules & Guidelines	17
E	Schedule of Dive-Related Charges	25
F	Liability Release, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement	26
G	Statement of Understanding of Safe Diving Practices	28
H	Medical Statement	29
I	Dive Planner / Report	32

PREAMBLE

This Constitution (and Schedules thereto) shall regulate the structure, administration and activities of the Jamaica Scuba Diving Club (hereinafter “the Club”).

ARTICLE 1 - NAME

1.1 The name of the Club shall be the Jamaica Scuba Diving Club (JSDC).

ARTICLE 2 - ADDRESS

2.1 The address of the Club shall be 10 Altamont Crescent, Kingston 5, Jamaica. The mailing address shall be P.O. Box 215, Mona, Kingston 7, Jamaica.

ARTICLE 3 – OBJECTIVES

3.1 The objects of the Club shall be as follows:

- (i) To organise diving activities in Jamaica and overseas together with related social activities.
- (ii) To provide a forum for the exchange of ideas and information in relation to scuba diving
- (iii) To promote recreational scuba diving.
- (iv) To encourage continuing education, environmental conservation, good sportsmanship and goodwill amongst members and co-operation with all other users of the marine environment.

3.2 The Club shall be run by and for its members. The Club shall not be operated for personal gain or profit. Any excess of receipts over expenditure shall be used only for furthering the objectives of the Club.

3.3 No part of the net earnings of the Club shall in any circumstances inure to the benefit of any individual member (or group of members) of the Club.

3.4 The Club shall not participate or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE 4 – ELIGIBILITY FOR MEMBERSHIP

4.1 Any person of good character and holding any recognised scuba diving qualification (as may be determined by the Executive Committee from time to time) shall be eligible for membership of the Club.

4.2 The Club shall offer two classes of membership to eligible persons:

- (A) Diving Member – open to all persons aged 18 and over
- (B) Junior Member – open to all person aged between 12 and 18 years

4.3 In addition, the Executive Committee can elect any person:

- (i) as a Patron of the Club for a period not exceeding five years. This is an honorary position and does not confer any voting rights.
- (ii) to Life Membership of the Club. This is an honorary position and does not confer any voting rights.

- 4.4 Junior Members (i.e. members under the age of 18) shall be admitted to the Club provided that they comply with the following rules:
- (a) the parent or legal guardian of a Junior Member (or a Diving Member appointed by the parent/legal guardian to act in *loco parentis*) shall remain responsible for the Junior Member at all times while he is involved in Club activities;
 - (b) the parent or legal guardian (or a Diving Member acting in *loco parentis*) shall accompany the Junior Member on all dive trips which the Junior attends;
- 4.5 A Junior Member of the Club shall not be entitled to vote at any General Meeting in the Club and shall not be eligible to hold a position as a Club Officer.
- 4.6 No person under the age of 12 shall be admitted as a Junior Member of the Club.

ARTICLE 5 – APPLICATION FOR MEMBERSHIP

- 5.1 Every application for membership shall be made in the prescribed form (set out in *Schedule A*) and shall be proposed by an existing Diving Member and shall be forwarded to the Secretary who shall at the first convenient opportunity, submit it to the Executive Committee for approval. The Executive Committee may at its discretion, reject any application without assigning any reason thereof.
- 5.2 The Executive Committee may delegate to such Diving Members of the Club as it may see fit the responsibility for entertaining and accepting applications for membership.
- 5.3 Every applicant whose application has been approved in the prescribed manner shall, upon payment of the prescribed Club subscription, be admitted as a member of the Club and shall be entitled to all the privileges applicable to that class of membership. **It should be noted however that membership of the Club does not confer upon an individual any automatic entitlement to participate in the diving activities of the Club –any individual’s participation in diving activities shall be at the discretion of the Diving Officer.**
- 5.4 If the Diving Officer prohibits or limits any individual’s participation in Club-related diving activities for whatever reason, the individual shall have the right of appeal to the Executive Committee (to be heard if possible at the next Executive Committee meeting). If appealed, the Diving Officer’s decision must be adhered to until the appeal is heard. Failure by any member to do so shall be regarded as a serious breach of Club rules. In the event of appeal, the decision of the Executive Committee arising from such an appeal shall be final.

ARTICLE 6 - MEMBERSHIP REGISTER

- 6.1 The Secretary shall keep a membership register, which contains the following particulars in relation to each member:
- a. Name
 - b. Date of Birth
 - c. Nationality
 - d. Home Address and contact details (including email address)
 - e. Work Address and contact details (including email address)
 - f. Diving Qualifications
 - g. Emergency Information (as may be prescribed)

6.2 Every member shall notify the Secretary of his change of address, failing which any letter, email, circular or notice sent to his last registered address (including email address), shall be deemed to have been given to and received by such member for any purpose provided by this Constitution.

6.3 Where any Article requires the Club (or any of the Club Officers) to correspond with or otherwise notify a member (or the membership as a whole) in relation to any matter, the use of electronic mail (email), facsimile or other medium of electronic communication shall be deemed to satisfy such a requirement.

ARTICLE 7 – AFFILIATION WITH OTHER DIVING ORGANISATIONS/CLUBS

7.1 No member of the Club shall be prohibited or otherwise restricted from participating in other amateur scuba diving organisations or clubs.

ARTICLE 8 – DUTIES OF MEMBERS

8.1 Each member will:

- (i) abide by the Constitution (including the Schedules thereto) of the Club;
- (ii) promptly pay Club subscription fees and charges;
- (iii) conduct their activities in such a manner as to not expose other members or guests of the Club to any additional danger or undue risk.

ARTICLE 9 - RESIGNATION

9.1 Any member may resign his membership by giving to the Secretary notice in writing to that effect. Every such notice shall, unless otherwise expressed, be deemed to take effect from the date of the notice. In the event that a member resigns during a membership year, he shall not be entitled to a refund of any un-expired portion of his annual membership subscription.

ARTICLE 10 - EFFECT OF CEASING TO BE A MEMBER

10.1 Any person shall, upon ceasing to be a member of the Club, whether on account of resignation or expulsion, forfeit all rights to and claim upon the Club and its property and funds.

ARTICLE 11 - ANNUAL SUBSCRIPTIONS

11.1 The Club shall not charge any initial joining or entrance fees.

11.2 The Club shall charge members an annual subscription for each membership year. The amount of the annual subscription payable in respect of each class of membership is set out in **Schedule B**. This subscription may be paid in Jamaican dollars at the published weighted-average exchange rate prevailing at the date of payment.

11.3 The membership year shall be the calendar year.

11.4 Each current member (other than a Patron or a Life Member) shall pay the annual subscription in respect of a membership year by **31 January** of that year. Any person joining the Club in a calendar year shall pay his annual subscription on or before the date he is admitted as a member.

- 11.5 Any member who fails to pay his annual subscription and other dues after the due date shall receive a written notification from (or on behalf of) the Secretary. If he fails to settle his account within one month from the date of such notification, he shall be then be denied all privileges of membership until he settles his account. If after three months from the date of notification, the member has not settled his account, his membership shall be suspended.
- 11.6 Having regard to the best interests of the Club, the Executive Committee shall have the authority to revise the quantum of annual subscription payable for a membership year provided that:
- (i) any such revision shall not have effect until the following membership year;
 - (ii) any such revision of the subscription does not increase or decrease the annual subscription payable by more than 50%.

Notwithstanding Article 27.2, any proposal to revise the annual subscription amount other than in the above manner shall require a Membership Decision before being implemented.

- 11.7 Any adjustment to the annual subscription should be communicated in writing to members.

ARTICLE 12 – EXECUTIVE COMMITTEE

- 12.1 The Club shall be managed by an Executive Committee.
- 12.2 Each member of the Executive Committee shall be elected annually at the Annual General Meeting (“AGM”) and shall hold their post from the day after the AGM until the following year’s AGM.
- 12.3 Nominations for posts of Club Officers and other Executive Committee Members shall be proposed and seconded by two fully paid-up Diving Members with the consent of the nominee, such nomination to be received by the Secretary in writing by the 31st January preceding the AGM. If nominations for any office or Executive Committee vacancy have not be received by the 31st January, nominations for such vacancy will be accepted from the floor of the AGM.
- 12.4 Junior Members shall not be eligible for nomination for any post of Club Officer.
- 12.5 If more than one Diving Member wishes to stand for a post then the Club Officer or Executive Committee Member shall be elected by means of a simple majority vote of all Diving Members present at the AGM and this vote shall be undertaken by ballot.
- 12.6 The Executive Committee shall consist of four Club Officers and three other Committee Members.
- 12.7 The four Club Officers shall be the Chairman, the Diving Officer, the Secretary and the Treasurer. The duties of these Officers are set out in Article 13 below. Full details of the roles and responsibilities of the Club Officers and other Committee Members as may be required from time to time are set out in *Schedule C*.
- 12.8 The Executive Committee may request other members to undertake certain roles which contribute to the efficient running of the Club e.g. Equipment Officer, Continuing Education Officer, Clubhouse Manager, Social Events Co-ordinator, Public Relations & Website Manager.

ARTICLE 13 – DUTIES OF CLUB OFFICERS

The Chairman:

- 13.1 The Chairman shall be the Chief Executive Officer of the Club.
- 13.2 He shall take the chair at all meetings of the Club and of the Executive Committee at which he is present. In the event that the Chairman is unable to attend any particular meeting, he shall appoint another member of the Executive Committee to act as Chairman or alternatively the Committee members present shall select a Chairman among them.
- 13.3 The Chairman shall act as an *ex-officio* member of any sub-committee formed within the Club for any purpose.

Diving Officer:

- 13.4 The Diving Officer shall have responsibility for ensuring that diving activities undertaken by members and guests of the Club are conducted in accordance with the Club's Diving Rules and Guidelines set out in **Schedule D** as may be determined by the Executive Committee from time to time.
- 13.5 The Diving Officer shall also be responsible for the satisfactory maintenance of all Club Equipment and the maintenance of records of Club diving activities.
- 13.6 The Diving Officer's decision in respect of his responsibilities shall be final within the Club, subject only to such rules and guidelines laid out in **Schedule D** as may be established from time to time by the Executive Committee.
- 13.7 The Diving Officer shall hold a diving qualification at least equivalent to BSAC Dive Leader or PADI Divemaster (or other equivalent qualification). In the event that no member of suitable qualification is willing to stand for the post of Diving Officer then members of a diving qualification approved by the Executive Committee (by Committee Decision) shall be able to stand.
- 13.8 The Diving Officer may delegate (subject to the approval of the Executive Committee) any of his responsibilities described in this Constitution to any Diving Member of the Club. In the event of a temporary absence of the Diving Officer, the Diving Officer (or the Executive Committee in the event the Diving Officer fails to make the necessary appointment) shall appoint a suitably qualified Diving Member as an alternate Diving Officer for the period of the absence.

Treasurer:

- 13.9 The Treasurer shall be responsible for dealing with all monies received or paid on behalf of the Club. He shall make any investment of Club funds approved by the Executive Committee by Committee Decision and shall keep records and proper books of account of all financial transactions conducted in the Club's name.
- 13.10 For each membership year, the Treasurer shall prepare for presentation at the Annual General Meeting (AGM) a statement of income and expenditure and a balance sheet for the period up to and including the last day in December.
- 13.11 The Executive Committee shall cause such statement and balance sheet to be audited by an individual outside of the Executive Committee, preferably with an accountancy background ("the Club Auditor").

13.12 The Treasurer shall arrange for all Club funds and securities to be kept on deposit with a bank or banks approved by the Executive Committee and shall maintain a current account or accounts upon which cheques or other orders may be signed by any two signatories approved by the Executive Committee. With the approval of the Executive Committee the Treasurer may open one or more current accounts on which any other individual (who has been approved by the Executive Committee) has joint signature authority.

Secretary:

13.13 The Secretary shall ensure that the Club records are maintained including recording the minutes of all Committee meetings, General Meetings of the club, and any other meetings as the Chairman may request. He shall be responsible for the Club's communications with third parties and shall keep the Officers, the Executive Committee and the Club, as may be appropriate, informed of matters coming to his attention which pertain to Club activities. He may delegate any these functions to another Diving Member of the Club as he sees fit.

ARTICLE 14 – EXECUTIVE COMMITTEE MEETINGS:

14.1 An Executive Committee Meeting can be convened by any of the Club Officers provided that:

- (i) at least five (5) Club Officers or other Executive Committee Members are able to attend;
- (ii) notification of the meeting has been sent to all Club Officers and other Executive Committee Members at least seven days in advance of the meeting.

14.2 Where these conditions are unable to be complied with then any meeting held between Club Officers and Committee Members shall only be a working meeting and not a formal Executive Committee Meeting. As a result a working meeting cannot take any decisions that require a Committee Decision.

14.3 An Executive Committee Meeting should be held on a regular basis (if possible once a month).

14.4 Minutes shall be taken from every Executive Committee Meeting to record all Committee Decisions that are taken.

14.5 The Executive Committee shall retain these Minutes (whether in hard copy or electronic form) for at least three years.

ARTICLE 15 – RESPONSIBILITIES OF THE EXECUTIVE COMMITTEE:

15.1 The Executive Committee shall determine any question as to the interpretation of the Club Constitution and of any regulations made hereunder and may rule in connection with any situation not otherwise provided herein. In the latter event, such ruling shall only remain in effect until the next General Meeting of the Club where its continued validity shall depend upon its ratification at such meeting.

15.2 The Executive Committee shall hold and administer for the benefit of the membership all funds, equipment and property owned by the Club.

15.3 The Executive Committee shall be able to levy fees upon members to cover the costs of running and operating the Club as laid out in *Schedule B* and *Schedule E*.

15.4 The Executive Committee shall have the power to fill any vacancy for a Club Officer or other Executive Committee member which occurs during their term of office by means of a Committee Decision appointing another Diving Member to the vacant position.

ARTICLE 16 – COMMITTEE DECISION

- 16.1 Where Executive Committee approval or other decision is required to be made by the Executive Committee such a decision (“Committee Decision”) shall require either:
- (i) At an Executive Committee Meeting - at least a 51% majority vote of the Club Officers and other Executive Committee Members present
 - (ii) Outside of an Executive Committee Meeting - at least a 51% majority vote of all the Club Officers and other Executive Committee Members.
- 16.2 In the event of a tie under Article 16.1(i) the Chairman (including any person appointed as an alternate Chairman) shall have a casting vote. If he deems it appropriate, it shall also be open to the Chairman to call for a fresh vote to be taken at a subsequent Executive Committee Meeting when any absent Executive Committee members are able to attend.
- 16.3 No Club Officer or Executive Committee Member shall be entitled to vote on a matter in which his interest differs from that of the Club as a whole (i.e. there is a potential conflict of interest) and he shall withdraw from any meeting during the period of discussion of such interest.
- 16.4 Save as is otherwise provided above, the decision of the Executive Committee shall be final.

ARTICLE 17 - ANNUAL GENERAL MEETING (AGM)

- 17.1 The Club shall hold an AGM every year not later than the last day of February. Notice of the meeting and the proposed agenda shall be communicated to all paid-up Diving Members of the Club at least 14 days before the meeting.
- 17.2 The business of this AGM shall be:
- (i) Review of the Minutes of the previous AGM and any Extraordinary General Meeting in the intervening period;
 - (ii) Matters arising from the Minutes
 - (iii) Presentation of:
 - (a) the Chairman’s Report on the operation of the Club during the previous membership year (i.e. year to 31st December).
 - (b) the Treasurer’s report and the accounts of the Club for the previous membership year (i.e. year to 31st December).
 - (c) Diving Officer’s Report
 - (d) Secretary’s Report
 - (e) Budget for current membership year.
 - (iv) Election of Club Officers and Executive Committee Members for the period commencing from the day after the AGM until the next AGM;
 - (v) Ratification by Membership Decision of items b) and e) above;
 - (vi) Any other motion that requires a Membership Decision
 - (vii) To deal with any other business properly notified to members in advance of the meeting

- 17.3 Where motions are to be presented at the AGM that require a Membership Decision under Article 17.2(vi) above, then the notice for the AGM shall include the text of any motion proposed for consideration together with any relevant background information.
- 17.4 Only fully paid-up Diving Members of the Club may vote at General Meetings. Junior Members shall not be eligible to vote at General Meetings.
- 17.5 Voting shall be by a show of hands unless a poll by ballot is requested by any Diving Member.

ARTICLE 18 - EXTRAORDINARY GENERAL MEETING (EGM)

- 18.1 Any General Meeting of the Club other than the AGM shall be known as an EGM.
- 18.2 The Executive Committee can call an EGM if:
- (i) the Executive Committee makes a Committee Decision to hold an EGM;
 - (ii) a written request for an EGM is made to the Executive Committee signed by at least 50% of the Club's paid-up Diving Members or ten (10) such persons (whichever is the lower) stating the reason(s) for seeking the EGM.
- 18.3 The Executive Committee shall convene the EGM within two months and give written notice for such an EGM to all Club members at least 14 days in advance of the meeting. The notice shall state the reasons for the meeting and shall include the text of any motion to be proposed for consideration. The business of an EGM shall be that for which it is called and no other.
- 18.4 Any motion proposed at an EGM shall be decided by means of a Membership Decision.

ARTICLE 19 – MEMBERSHIP DECISION

- 19.1 Membership Decisions require either:
- (i) at least a 51% majority vote of all the listed paid-up Diving Members; or
 - (ii) at least a two-thirds majority vote of all the Diving Members present at either an EGM or the AGM provided that at least 50% of the Club's paid-up Diving Members or ten (10) such persons (whichever is the lower) are present at such meeting.

ARTICLE 20 – CONTROL OF EXPENDITURE

- 20.1 No member of the Club may spend more than US\$5,000 (or Jamaican dollar equivalent thereof) of the Club funds without a Membership Decision agreeing to such expenditure. Such Membership Decision may be given as part of the annual budget process.
- 20.2 No member of the Club may spend any of the Club funds without a Committee Decision agreeing to such expenditure. Where any member incurs expenditure in relation to Club activities, they may be subsequently reimbursed out of Club funds following authorisation by the Executive Committee of such reimbursement.
- 20.3 Any Club Officer (duly authorised by the Executive Committee) may at their discretion borrow any sum or sums provided that the sum outstanding at any one time shall not exceed the value of the Club's net assets (i.e. the assets of the Club less all outstanding liabilities).

ARTICLE 21 - LIABILITY:

21.1 No person, except a member of the Executive Committee, and then only if duly authorised in writing by the Executive Committee and acting within the limit of the authority conferred in that behalf, shall have the power to enter into any contract on behalf of the Club or to do anything that will impose any liability on the Club or otherwise pledge the credit thereof.

ARTICLE 22 - INDEMNITY:

22.1 No member of the Club shall have any claim legal or otherwise, and shall relinquish all rights accrued to or accruing against the Club or any of its officers who may in the execution of their office find it necessary to have passed any resolution or do any act that may affect any such member.

22.2 Neither the Club, its officers or members will accept any liability in the event of the death of or any personal injury or other damage sustained by any member or guest of the Club arising in any way whatsoever from his membership of the Club or from his use or enjoyment of the Club, its amenities, privileges or facilities or otherwise howsoever arising.

ARTICLE 23 - DAMAGES/REMOVAL OF PROPERTY

23.1 Any member of the Club breaking or damaging any article or property of the Club shall be required to pay the cost of repairing or replacing it, if he is called upon to do so by the Executive Committee.

23.2 No book, periodical, newspaper or any other property of the Club shall be removed from the Club without the consent of the Executive Committee.

ARTICLE 24 - SUSPENSION OF MEMBERSHIP & EXPULSION

24.1 The Executive Committee shall have the power by a two-thirds majority of all serving Executive Committee Members and Officers to:

- (i) suspend the membership of any member of the Club for any period they see fit (up to a maximum of one year); or
- (ii) expel any member from the Club.

24.2 A decision to suspend or expel a member so taken by the Executive Committee shall be communicated in writing to the member concerned as soon as reasonably practicable and his membership shall thereupon be suspended.

24.3 While suspended, a member of the Club shall not be entitled to any privileges of membership and he shall not be permitted to participate in any Club-related diving activities or rent or otherwise utilise any Club Equipment. Any member of the Club who assists a suspended member in circumventing the effect of his suspension shall also be liable for suspension as the Executive Committee sees fit.

24.4 A suspended member shall be entitled to a hearing at the next regular meeting of the Executive Committee during which the reasons for his suspension (or proposed expulsion) shall be explained and he shall be able to answer fully the charges against him. Upon conclusion of the meeting, the suspended member shall leave the meeting and the Executive Committee shall vote again on the suspension or expulsion as the case may be.

- 24.5 If the motion for suspension or expulsion is not carried by the requisite two-thirds majority, the suspension shall thereupon be lifted and the member shall be informed accordingly.
- 24.6 If a motion for suspension is carried by the said majority, the member shall be so informed and his membership of the Club shall continue to be suspended for the period determined by the Executive Committee.
- 24.7 If a motion for expulsion is carried by the said majority, the member shall be so informed and he shall thereupon be deemed to have resigned his membership of the Club.
- 24.8 The decision of the Executive Committee shall be final.
- 24.9 Any member who is either suspended or expelled for the Club shall not be entitled to any refund of any portion of their membership subscription.

ARTICLE 25 – REMOVAL OF CLUB OFFICER OR EXECUTIVE COMMITTEE MEMBER

- 25.1 The removal of a Club Officer or other Executive Committee member from the Executive Committee, a suspension of their membership or their expulsion from the Club shall only be voted upon at an Executive Committee meeting where the agenda:
- (i) has been communicated to all Club Officers and other Executive Committee Members at least one week in advance of the proposed meeting;
 - (ii) explicitly refers to:
 - (a) the motion for the removal from the Executive Committee; and/or
 - (b) the motion for suspension or expulsion;
- 25.2 If the member charged attends the meeting, he shall be entitled to hear and respond to the charges levied against him. When the Chairman or acting Chairman of the meeting is satisfied that the matter has been adequately and fairly discussed, the person charged shall leave the meeting and a vote on each motion shall be taken. If the member in question does not attend the meeting, the provisions of Article 24 shall apply.
- 25.3 Any motion for the removal of a person from the Executive Committee shall be carried by a two-thirds majority vote of all the remaining Club Officers and other Executive Committee Members present at the Executive Committee Meeting.
- 25.4 Any motion for suspension or expulsion of an Executive Committee member shall be carried by a two-thirds majority vote of all serving Club Officers and other Executive Committee Members (excluding the member who is the subject of the motion of suspension or expulsion).
- 25.5 Any motion for suspension or expulsion shall otherwise governed by Article 24.

ARTICLE 26 – DISSOLUTION:

- 26.1 The Club can only be dissolved where a Membership Decision has been taken to effect this course of action. No Membership Decision taken shall be valid unless carried by a two-thirds majority of all paid up Diving Members of the Club

26.2 In the event that a Membership Decision is taken to dissolve the Club then the Executive Committee shall proceed without delay to realise the property of the Club and to discharge the Club's outstanding liabilities.

26.3 Any net assets thereafter remaining shall be either given to another amateur sub-aqua club located in Jamaica (which subscribes to similar objectives as those of the Club) or shall be donated to the charity Missionaries for the Poor or other charitable organisation with similar objectives. The distribution between the aforementioned shall be decided by a simple majority of Diving Members that are present at the time the decision is taken to dissolve the Club.

ARTICLE 27 - CHANGES TO CONSTITUTION:

27.1 Changes to this Constitution can only be made by means of a Membership Decision.

27.2 Changes to any Schedule to this Constitution can only be made by a means of a Committee Decision.

ARTICLE 28 - NON-MEMBERS:

28.1 *Schedule D* outlines the restrictions placed upon individuals who wish to participate in diving related activities with the Club, but who are not Members ("Guest Divers").

ARTICLE 29 - GENERAL

29.1 Except where the context requires otherwise, words in the singular shall include the plural and vice versa and words in the masculine shall include the feminine and neuter.

END

SCHEDULE B

JAMAICA SCUBA DIVING CLUB ANNUAL MEMBERSHIP SUBSCRIPTION

The amount of the annual subscription for the current membership year (i.e. the calendar year) has been set as follows:

Membership Subscription - Annual:

Diving Member	US\$60
Diving Member (Full-Time Student)	US\$30
Junior Member	US\$30

Membership Subscription – Half-Year:

Diving Member	US\$40
Diving Member (Full-Time Student)	US\$20
Junior Member	US\$20

Membership Subscription – Quarterly:

Diving Member	US\$30
Diving Member (Full-Time Student)	US\$15
Junior Member	US\$15

SCHEDULE C

List of Club Officers/Committee Members Responsibilities

Chairman

- 1) Represents the Jamaica Scuba Diving Club (JSDC) in correspondence and dealings with external bodies.
- 2) Chairs the monthly Executive Committee meeting.
- 3) Organises and chairs the AGM and any EGMs that are held during the year.

Diving Officer

- 1) Overall responsibility for ensuring that diving activities are conducted in accordance with the Club Dive Rules & Guidelines (set out in ***Schedule D***)
- 2) Advises the Executive Committee vis-à-vis the manner in which Club-related dives should be undertaken and decides Club diving policy.
- 3) Organises and co-ordinates Club diving programme for each year.
- 4) Expected to be an active and enthusiastic diver.
- 5) Responsible for maintenance of Club Equipment. Assistance normally provided by Equipment Officer.

Treasurer

- 1) Determines budgets and funding of JSDC each year.
- 2) Completes accounts for the previous year for presentation to AGM.
- 3) Ensures Dive Marshals collect dive charges
- 4) Authorises and plans any expenditure
- 5) Runs and maintains the club bank accounts

Secretary (incorporating Membership Secretary role)

- 1) Notifies Club Officers and other Executive Committee Members of upcoming Executive Committee Meetings.
- 2) Notifies Members of upcoming AGMs and EGMs.
- 3) Writes up Executive Committee meeting minutes & actions and distributes them to Executive Committee Members
- 4) The initial contact for new members to the Club
- 5) Processes new member applications to the Club
- 6) Processes all JSDC membership renewals each year
- 7) Holds and updates club records (e.g. Address lists, Membership lists)

Member without Portfolio

No other specific activities but expected to lend a hand when required. Tend to be persons who provide an alternative view. e.g. someone who has been a member of another club, or is new to the club (i.e. novices) or has other relevant experience.

SCHEDULE D

Club Dive Rules & Guidelines

Introduction:

Since scuba diving is an inherently risky sport, the Club operates on the premise that any individual participating in scuba diving activities with club members etc. shall be solely responsible for his or her own safety, comfort and well-being. Having said that, the Club seeks to promote scuba diving for education and pleasure in a safe manner and with a view to achieving this, the Club has established the following rules and guidelines which should be observed by any person participating in Club-related diving activities.

Breaches of Club diving rules will be treated as a serious offence, which may lead to disciplinary sanctions as specified in the Club Constitution. Any activity involving Club Equipment (whether SCUBA equipment, tanks or otherwise) and any dive organised by the Club, will be seen as a club activity.

1. *Minimum Diving Qualifications for Membership:*

1.1 No person shall be admitted as a Member of the Club (whether as a Diving Member or a Junior Member) or may dive as a Guest Diver of the Club, unless he holds a diving certification from an internationally recognised diving organisation and meet the following minimum qualification/experience requirements of the Club:

Organisation	Qualification	No. of Logged Post Qualification Dives
<i>PADI</i>	Open Water	10
<i>BSAC</i>	Club Diver	10
<i>NAUI</i>	Open Water Scuba Diver	10
<i>CMAS</i>	Two-Star Diver	10

1.2 If the certifying dive organisation is not listed above, it shall be at the discretion of the Club's Diving Officer to accept or reject the certification presented as meeting the minimum qualifications required by the Club.

1.3 A checkout dive shall be required by the Diving Officer. The Diving Officer may delegate any Diving Member to undertake this dive on his behalf

2. *Liability Releases & Waiver of Claims and Diver Liability Insurance:*

2.1 No person (whether they are a Member or a Guest Diver of the Club) shall be permitted to participate in Club diving activities or otherwise use Club Equipment unless he has read, understood and signed a Liability Release, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement (***Schedule F***).

To this effect, every person must be provided with this Agreement to review at least 5 working days before they sign it prior to undertaking dive activities.

2.2 A non-diving Guest of the Club shall not participate in any diving excursions associated with the Club including (but not limited to) taking trips on dive boats, snorkelling etc. unless he has signed the Liability Release, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement (see ***Schedule F***).

- 2.3 No person (whether they are a Member or a Guest of the Club) shall be permitted to participate in Club diving activities or otherwise use Club Equipment unless he is covered under an appropriate Diver Liability insurance policy which meets the requirements as may be prescribed by the Executive Committee from time to time. Where feasible, the Club shall secure liability insurance which provides liability insurance coverage for both the Club and its officers in addition to individual club members and guests of the Club. The Executive Committee may also prescribe other insurance policies which are acceptable.
- 2.4 No Member or Guest shall act in a manner which may invalidate his coverage (or the coverage of others) under a Diver Liability insurance policy in force. In the event that an individual's actions or omissions render such a policy void or otherwise undermine insurance coverage (whether or not a diving incident arises), then he shall be subject to such disciplinary action as the Executive Committee may determine.

3. *Statement of Understanding of Safe Diving Practices:*

- 3.1. No person (whether they are a Member or Guest Diver of the Club) shall be permitted to participate in Club diving activities or otherwise use Club Equipment unless he has read, understood and signed a Statement of Understanding of Safe Diving Practices (*Schedule G*).

4. *Medical Statements, Medical Certification and Medical Insurance:*

- 4.1 It is the responsibility of each individual (whether as a Member or as a Guest Diver) to ensure that he or she is fit, healthy and capable to participate in scuba diving (particularly given the inherent risks of and the physical and mental challenges associated with the sport).
- 4.2 No person shall be permitted to dive with the Club (whether as a Member or as a Guest Diver) in any calendar year unless he has completed a self-declared **Medical Statement (Schedule H)** in respect of that calendar year and if required he has successfully completed a Medical Examination which remains valid for the calendar year in question.
- 4.3 If the person answers **YES** to any of the questions in the medical questionnaire, then he should consult a physician knowledgeable in diving medicine and undertake a Medical Examination unless he has previously successfully completed a Medical Examination (in relation to the same medical condition) and this Examination remains valid. If an additional medical condition is disclosed, (e.g. an individual answers **YES** to one or more additional questions) vis-à-vis a previous Medical Statement, a Medical Examination shall be required. If a Medical Examination this is required, the Medical Statement contains **Guidelines for Recreational Scuba Diver's Physical Examination** which can be referred to by the person and his physician.
- 4.4 A Medical Statement must be completed in respect of each calendar year and shall be regarded as valid only for the **calendar year** in which it is completed and signed by the individual. It is the responsibility of each individual to declare any changes in health which take place during that calendar year (which may affect their fitness to dive), to the Diving Officer or the Secretary of the Club.
- 4.5 A successfully completed Medical Examination shall normally be deemed to be valid from that date of the Examination to the second anniversary of the **end of the calendar year** in which the examination is undertaken e.g. if someone undertakes a medical examination at any time in the calendar year 2003, it shall normally be deemed to be valid for calendar years 2004 and 2005. If however an individual's physician indicates that the validity should be for a lesser period (say ending on 31st December), that lesser period shall apply.

4.6 The Club encourages all members to undergo a diver medical examination before joining the Club and to have periodic re-examinations at the following intervals thereafter:

- Every five years up to the age of 40;
- Every three years between ages 40 and 50;
- Annually over the age of 50.

4.7 Given the potential cost to Members or Guests of medical assistance/treatment in the event that they are involved in a diving incident, the Club strongly recommends that each person secures appropriate dive medical insurance to provide them with sufficient coverage in the event that they are involved in a diving incident. No Member or Guest shall act in a manner which may invalidate his coverage (or the coverage of others) under a Medical Insurance policy in force. In the event that an individual's actions or omissions render such a policy void or otherwise undermine insurance coverage (whether or not a diving incident arises), then he shall be subject to such disciplinary action as the Executive Committee may determine.

5. *Guests of the Club:*

5.1 Jamaica Scuba Diving Club also welcomes guests of JSDC members. Guest Divers visiting the Club may dive with other members (subject to the approval of the Diving Officer) and rent Club Equipment (also subject to the discretion of the Diving Officer).

5.2 No visiting Diver Guest of the Club may participate in diving activities associated with the Club or rent or use Club Equipment unless he:

- (i) completes the Membership Application Form (***Schedule A***) and submits it to the Secretary or other officer of the Club for consideration by Executive Committee.
- (ii) complies fully with Articles 1, 2, 3, 4 in the same manner as a Member is required to.

5.3 No Guest may participate in diving activities unless he is either covered by Diver Liability insurance coverage maintained by the Club or produces evidence that he is covered by a Diver Liability insurance policy which meets the requirements as may be prescribed by the Executive Committee from time to time. In addition, no Guest shall act in a manner which may invalidate his coverage (or the coverage of others) under a Diver Liability insurance policy in force.

6. *Equipment Requirements:*

6.1 No person shall be permitted to dive unless their equipment used includes:

- (i) a depth gauge;
- (ii) an air contents gauge;
- (iii) an octopus rig/alternative air supply;
- (iv) underwater watch or other time-keeping mechanism;
- (v) Buoyancy Compensation Device (BCD);
- (vi) a quick-release weight belt or other suitable weights system;
- (vii) a quality underwater torch (for night dives);

6.2 In addition the Club recommends every person diving to have the following:

- (i) an underwater compass;
- (ii) a dive computer;
- (iii) a dive knife;
- (iv) a whistle;
- (v) a diver surface marker;

It is also recommended that the Dive Leader utilises a surface marker buoy (SMB) where appropriate.

6.3 Each person is responsible for the proper functioning of their own Equipment (including any Club Equipment hired by them).

7. Club Equipment & Rental

7.1 The Club shall keep and maintain Club Equipment for use by Club members and Diver Guests of the Club. For this purpose, the Club may also rent equipment from other diving clubs or organisations for use by its members. The type and quantity of Club Equipment made available by the Club shall be at the absolute discretion of the Executive Committee having regards to the needs of members, the Club's finances and prevailing circumstances. For this purpose, Club Equipment includes tanks, weights, BC's, regulators, compressors, or other equipment whatsoever made available by the Club to members and Diver Guest of the Club.

7.2 Members and Diver Guests of the Club may rent Club Equipment for use in Club-related diving activities in consideration for paying the appropriate charges (and deposit if required) set out in **Schedule E**. The rates set out in **Schedule E** may be altered by Committee Decision without prior notice to Members.

7.3 The Club shall not rent or sell Club Equipment on a commercial basis. The Club may however keep a stock of items for sale to members.

7.4 All rentals shall be at the discretion of the Diving Officer of the Club (subject to the right of appeal to the Executive Committee). Membership of the Club does not confer any automatic entitlement to rent or otherwise use Club Equipment.

7.5 No Club Equipment shall be rented to any individual unless that person has satisfied all the requirements set out in Articles 1 – 4 above.

7.6 Club Equipment hired must be used only by Members or Diver Guests of the Club in the course of club activities. Club Equipment must not be used by person for commercial diving activities, spear-fishing or for any other purpose which is contrary to the philosophy of the Club.

7.7 The hirer is responsible for the care and safety of the Club Equipment after it leaves the clubhouse and until it is returned. All equipment hired will be taken to be in good working order at the time of hiring.

7.8 Any person returning a piece of equipment which in the opinion of the Diving Officer (or Equipment Officer if appointed) is in a damaged or dirty condition will be held responsible for the cost of replacement or repair. All Club Equipment should be cared for by Members in accordance with Guidelines as may be prescribed by the Diving Officer from time to time.

7.9 All Club Equipment is rented on a weekly basis. Rental rates are from Thursday to Thursday. Late returns will incur an additional weekly rental for any week (or part thereof) the Club Equipment remains outstanding. Equipment must be picked up/returned to the Club weekly between the hours of 9:30pm and 10:30pm on Thursdays only. Persons may not keep Club Equipment from week to week.

7.10 Club tanks (and Members own tanks) should be filled at the prescribed refilling location (which is currently "Norman's" - Diving & Salvage, 2A Bedford Park Road (off Upper Waterloo Road – close to Peppers). All used tanks should be returned to Norman's for refill on the same day of use if possible and in any event no later than by Tuesday of the following week for refill. Tanks are to be left inside the specified cage at Norman's. **TANKS MUST NOT BE LEFT OUTSIDE THE CAGE IN ANY CIRCUMSTANCES**. Refilled tanks should be collected and returned to the clubhouse by members on Thursday (i.e. the following Club Night) in order to avoid incurring additional rental charges. Tanks returned empty shall incur an additional week's rental.

7.11 Neither the Club or its members accept any responsibility for the air refills (e.g. air quality etc.) provided by the prescribed refilling location or for any loss, damage or otherwise which may occur to tanks left by persons for filling there.

7.12 No Club Equipment shall be removed from the clubhouse or otherwise used by a Member or Guest of the Club unless:

- an Equipment Requisition Form (the form of which may be prescribed by the Executive Committee) has been completed by the Diving Officer (or other person authorised by the Diving Officer) and signed by the hirer;
- the appropriate rental (and deposit if required) has been paid;
- the Club Equipment is being rented for use on a dive which has been reviewed and approved by the Diving Officer in accordance with **Article 8.1(ii)** below.

7.13 Members may also rent diving equipment from other diving clubs or organisations as may be approved by the Executive Committee. For the purposes of this Article, any such equipment rented shall be regarded as Club Equipment.

8. *Pre-Dive Planning, Dive Conduct & Dive Reports:*

8.1 Prior to any dive being undertaken by members, the Club recommends the following:

- (i) A Dive Marshall should be appointed amongst the group of members intending to undertake the diving activities;
- (ii) A Dive Planner (see **Schedule I**) should be completed by the Dive Marshall in advance of each dive proposed (if possible on the Club Night preceding the dive excursion). It is recommended that an alternate dive site be highlighted as a back-up location. The Dive Planner should be reviewed and approved by the Diving Officer (or other person authorised by the Diving Officer) with a view to ensuring that the dive proposed does not breach any Club rules etc.
- (iii) The Diving Officer may prohibit or limit an individual's participation in any Club-related diving activities. His decision shall be subject to the individual's right of appeal to the Executive Committee in the prescribed manner. Unless the Executive Committee over-rules the decision of the Diving Officer, his decision shall remain valid and must be upheld.
- (iv) The Dive Marshall should check weather reports etc. to assess whether the weather, currents or tides may interfere with the proposed diving arrangements.
- (v) The Dive Marshall should also ensure that he/she has noted the locations (vis-à-vis the dive site(s) proposed) and methods of contacting the emergency services (ambulance, doctor, re-compression chamber, coast-guard/JDF) should the need arise. Some useful contact numbers have been printed on the back of the Dive Planner. Each diver should carry his emergency information and provide it to the Dive Marshall in advance of participating in the diving activities planned.
- (vi) The Dive Marshall should also ensure that there are adequate supplies of Oxygen and First Aid carried by the diving party.

8.2 At the dive site, the Dive Marshall should evaluate the dive site vis-à-vis the Dive Planner.

8.3 Prior to commencing any diving activities, a person should be appointed as Dive Leader amongst the group of members intending to dive. The Dive Leader will consult the Dive Planner and will pair off each diver in buddy pairs having regard to degree of experience etc. Having done that, the Dive Leader should brief the diving party in advance of the dive. The areas to be covered by this briefing can easily be summarised by remembering the mnemonic “SEEDS”:

S Safety: ear/mask clearing, adjusting buoyancy, what do if separated, depth limitation and maximum bottom time, air reserves, any other dive-specific safety issues, overview of safety procedures to be adopted in the event of an emergency.

E Exercise: how the diving will be conducted: entry/exit methods, mode of descent, dive plan once submerged, assembly at the bottom etc., procedure for surfacing at termination of dive etc.

E Equipment: - what is on board and where it is stowed, stowage of dive equipment etc.

D Discipline: - reminder to each diver buddy pair of the need to keep close together at all times. Also each buddy pair should endeavour to maintain regular visual contact with the Dive Leader throughout the dive.

S Signals: - review of signals that may be during the dive etc.

8.4 Prior to any dive, each buddy pair should agree which individual shall lead their dive. In addition, each buddy pair should carry out their own pre-dive checks (and as appropriate at the start of the dive). This also serves to allow each individual to gain some appreciation of his/her buddy's dive equipment. The checks should include the following:

B Buoyancy Control Device: Ensure snugly adjusted with releases firmly secured. Check proper operation of low pressure/oral inflator and air release/pressure valves.

W Weight Belt: Should have a right-hand release and should be clear of other equipment/straps for easy and fast one-hand removal

R Releases: - Review location of various releases on your buddy's equipment etc.

A Air Supply: - Check air is turned on, regulators are properly functioning, hoses are untangled & not trapped by other straps etc., location/functioning of alternate air source.

F Final OK: - after completion of above.

The steps in the above dive check can be easily remembered by the phrase “Begin With Review And Friend” (BWRAF).

8.5 Specific air reserves may be stipulated by the Dive Leader having with due regard to diver ability, cylinder size, diving conditions etc. (*Note: 1 bar = 15 psi approx.*). Unless other stipulated by the Dive Leader, once any individual diver's air supply reaches **50 bar / 750 psi**, he/she must inform his/her buddy and they must together bring this to the Dive Leader's attention.

At this point, the Dive Leader may decide to either:

- (i) to terminate the dive; or
- (ii) request the buddy pair to commence re-surfacing (subject of course to completing their required safety stop) while the remaining divers continue the dive; or
- (iii) re-arrange the buddy pairing so that another diver accompanies the individual diver with low air supply back to the surface (e.g. a diver who volunteers to terminate his/her dive or the diver with the next lowest air supply in the dive group)

8.6 Every individual must ensure that he/she has an air supply of at least **35 bar / 500 psi** by the time he/she (along with their buddy) commence their required safety stop **at 6 metres / 20 feet approx.** prior to resurfacing.

- 8.7 If any individual becomes visually separated from his or her dive buddy, he or she should undertake a brief attempt to re-locate his/her buddy (for no more than **30 seconds**), and failing that must return to the surface in order to re-unite with his or her buddy.
- 8.8 A Dive Report (which is incorporated into the Dive Planner) (see **Schedule I**) should be completed for each dive by the Dive Leader and returned to the Club by the following Thursday for review by the Diving Officer.

9. Diving Prohibitions:

- 9.1 Solo diving is strictly prohibited. All persons diving must do so in buddy pairs agreed prior to the dive. Diving in trios should be avoided where possible.
- 9.2 No Member or Guest of the Club shall dive in manner which is inconsistent with the limitations or requirements specified by their certifying dive association in respect of their specific diving qualification. It shall be each individual's responsibility to be aware of any such requirements or limitations imposed by their certifying association. Any individual who does not comply with any such limitations or requirements shall be solely responsible for the consequences of his or her actions.
- 9.3 A single diving computer must not be shared among buddy pairs.
- 9.4 The Diving Officer, Dive Marshall or Dive Leader has the power to refuse permission to dive to anyone considered unfit (in their opinion) to dive (whether due to alcohol, drugs or otherwise).
- 9.5 No Member or Diver Guest of the Club may engage in decompression diving unless their level of dive qualification permits them to do so and prior written permission is obtained from the Club's Diving Officer.
- 9.6 No cave diving is allowed without permission from the Diving Officer.
- 9.7 Any diving activities contrary to the philosophy of the Club (e.g. spear-fishing) should not be undertaken by any member or Guest of the Club and no Club Equipment may be used for such activities.

10. Depth Limitations:

- 10.1 The Club has set the following general depth limitations for club-related dives undertaken by Members and Diver Guests of the Club:

PADI	NAUI	BSAC	CMAS	Depth Limitation
Open Water	OW Scuba Diver	Club Diver	N/A	65 feet / 20 metres
Advanced OW +	Advanced +	Sports Diver +	** Diver	130 feet / 40 metres

- 10.2 If a person holds a dive qualification other than those specified above, it shall be at the discretion of the Club's Diving Officer as to what depth limitation shall apply to that individual.
- 10.3 Prior to every dive, the Dive Leader shall establish a specific depth limit and maximum bottom time applicable to that particular dive. Any diver who exceeds either the specific depth limit/bottom time set can be banned (at the discretion of the Dive Leader) from further diving that day and the matter must be reported to the Club's Diving Officer. Repeated infringements will result in suspension or expulsion from JSDC.

10.4 Notwithstanding that the specific depth limit set by the Dive Leader may exceed the general depth limitation applicable to any individual seeking to participate in a particular dive, that individual must not at any time exceed the general depth limitation applicable to his/her diving qualification. In consideration for participating in the dive, the individual shall be deemed to have given an express undertaking that he/she shall not exceed such general depth limitation applicable. If the individual exceeds this general depth limitation in the course of a dive, he or she shall be deemed to have done so of their own free choice and shall be solely responsible for the consequences of his or her actions.

11. Safety Stops:

A minimum **3 minute** safety stop (at approx. 20 feet / 6 metres) must be practised on all dives.

12. Dive Tables

12.1 The Club requires that Members carry Dive Tables on all dives. The Club strongly cautions against over-reliance on dive computers and recommends that Dive Tables be referred to by individuals in planning any dive profile.

12.2 Members & Diver Guests may (subject to the discretion of the Diving Officer) refer to Dive Tables approved by any internationally recognised diving organisation provided that any individuals diving together as a buddy pair must refer to the **same** Dive Tables in planning and monitoring their individual dive profiles. In no event shall an individual plan a dive profile that exceeds the specific depth limit or maximum bottom time set by the Dive Leader in relation to the dive.

13. Miscellaneous:

13.1 All Club Members & Guests must abide by Jamaica's conservation laws. Fishermen's pots etc. must not be interfered with. Remember that you are a visitor to the marine environment and therefore you should be respectful of it and return with nothing other than memories and photographs!

ENDS

SCHEDULE E

SCHEDULE OF DIVE RELATED CHARGES

Description of Charge	Charge (J\$)	Deposit (J\$)
Weekly Rental Charges		
Tank	J\$150	J\$150
Air Fill	\$100	\$100
Weights	\$150	\$150
Regulator	\$300	\$300
BCD	\$300	\$300
<u>Diver Liability Insurance - Annual:</u>		
Diving Member	US\$40	
Diving Member (Full-Time Student)	US\$30	
Junior Member	US\$30	
<u>Diver Liability Insurance - Quarterly:</u>		
Diving Member	US\$20	
Diving Member (Full-Time Student)	US\$10	
Junior Member	US\$10	

Jamaica Scuba Diving Club

Liability Release, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement

PLEASE READ CAREFULLY AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS BEFORE SIGNING

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH DIVING & RELATED ACTIVITIES

I _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of boating, snorkelling, skin diving and scuba diving. I fully understand that these risks can lead to severe injury and even loss of life. I understand that snorkelling, skin diving and scuba diving are physically strenuous activities and that I will be exerting myself when participating in these activities and that I could be injured or suffer death as a result of a heart attack, panic hyperventilation etc. Further, I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injuries can occur that require treatment at a recompression chamber. I further understand that diving excursions/activities with either the Jamaica Scuba Diving Club or the Jamaica Sub-Aqua Club and their respective Officers, Members and Guests may be conducted at a site that is remote (whether by time or distance) from a recompression chamber and competent medical assistance. Additionally I understand that there are risks associated with dive travel, including but not limited to the possible injury or loss of life as a result of a dive boat accident, as well as travel to and from dive sites. I also understand that the services of third parties (e.g. local fishermen) may be engaged in the course of diving activities and that this involves additional inherent risks due to potential malfunctions, poor maintenance or seaworthiness of the boat used or error or incompetence on the part of the third party engaged.

Despite the potential hazards and risks associated with the activities of boating, snorkelling or diving, I wish to proceed and I freely accept and expressly assume all risks, dangers and hazards that may arise from my participation in these activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration for being allowed to participate in the activities of the Jamaica Scuba Diving Club (or the Jamaica Sub-Aqua Club or British Sub-Aqua Club as appropriate), its respective Officers, Members or Guests or any of their respective directors, employees, officers, representatives, volunteers, agents, assigns or any associated entities (hereinafter referred to as "Released Parties"), being activities including but not limited to boating, snorkelling, skin diving and scuba diving or the use of boats or diving equipment belonging to any of the Released Parties or the use of the premises for the time being designated as the clubhouse of the Jamaica Scuba Diving Club, I hereby agree as follows:

1. TO WAIVE & RELEASE the Released Parties from liability and responsibility whatsoever for any claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, property damage or wrongful death arising from participation in the above activities of the Released Parties whether caused by active or passive negligence of the Released Parties or otherwise with the exception of gross negligence. For this purpose, gross negligence means wilful, wanton or reckless misconduct by the Released Parties.

PLEASE INITIAL HERE TO ACKNOWLEDGE THAT THIS PAGE FORMS PART OF THE ENTIRE AGREEMENT: _____

Jamaica Scuba Diving Club

Liability Release, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement

PLEASE READ CAREFULLY AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS BEFORE SIGNING

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT – CONTINUED:

2. By executing this document, I agree to hold the Released Parties harmless for any injury, loss of life or property damage which may occur to me in connection my participation in the above activities. I further save and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in the above activities with the Released Parties, including all risks connected therewith whether foreseen or unforeseen.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Released Parties, other than what has been set forth in this Agreement.
4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I understand that the terms herein are contractual and not a mere recital and that I am signing this document of my own free act. I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I further agree that this Agreement shall be governed solely by and interpreted in accordance with the laws of Jamaica.

I HAVE RECEIVED THIS AGREEMENT FOR MY REVIEW ON _____

Signature _____ Date: _____

I _____ HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND I AGREE (ON BEHALF OF MYSELF AND MY HEIRS) TO BE BOUND BY IT

Signature _____ Date: _____

Signature of Parent or Guardian if Participant is a Minor (and by their signature they, on my behalf, release all claims that both they and I have):

Signature _____ Date: _____

Witness (Name) _____ Signature _____

SCHEDULE G

Jamaica Scuba Diving Club

Statement of Understanding of Safe Diving Practices

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgement and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be reviewed signed by a parent or guardian after due consideration.

I _____, understand that as a diver I should:
[PRINT NAME HERE]

1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity.
2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave diving unless specifically trained to do so.
3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Deny use of my equipment to uncertified divers. Always have a buoyancy control device and submersible pressure gauge when scuba diving. Recognise the desirability of an alternate air source and a low-buoyancy control inflation system.
4. Listen carefully to dive briefings and directions and respect the advice of more experienced divers and those supervising my diving activities.
5. Adhere to the buddy system throughout every dive. Plan dives – including communications, procedures for reuniting in the case of separation, and emergency procedures – with my buddy.
6. Be proficient in dive-table usage. Use the same dive tables as my buddy. Make all dives no-decompression dives and allow a margin of safety. Have a means to monitor depth and time underwater. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 15 metres/50 feet per minute.
7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while underwater. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving.
8. Breathe properly for diving. Never breath-hold or skip breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and under water and dive within my limitations.
9. Use a boat, float or other surface support station whenever feasible.
10. Know and obey local diving laws and regulations, including fish-and-game and dive-flag laws.

I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognise that they are for my own safety and well being, and that failure to adhere them can place me in jeopardy when diving.

PARTICIPANTS SIGNATURE

DATE (DAY/MONTH/YEAR)

SIGNATURE OF PARENT OR GUARDIAN (WHERE APPLICABLE)

DATE (DAY/MONTH/YEAR)

SCHEDULE H

Jamaica Scuba Diving Club

Medical Statement (Confidential Information)

20__

Important Note: No person shall be permitted to dive with the Jamaica Scuba Diving Club unless he/she has completed a valid Medical Statement and has undertaken (if required) a Medical Examination confirming fitness to dive. Any fee in respect of any Medical Examination undertaken shall be the responsibility of the person being examined.

Please read carefully before signing:

This is a statement in which you are informed of some potential risks involved in scuba diving and the conduct required of you if you wish to undertake diving-related activities of the Jamaica Scuba Diving Club. Read and discuss this statement before signing it. You must complete this Medical Statement, which includes the medical-history section before any participation in diving-related Club activities. If you are a Minor, you must have this Statement signed by a parent or guardian.

Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is quite a safe pastime. When established safety procedures are not followed, however, there are dangers.

To scuba dive safely you must not be extremely overweight or out of condition. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with heart trouble, a current cold or congestion, epilepsy, asthma, a severe medical problem, or who is under the influence of alcohol or drugs should not dive. If taking medication, consult your physician before participating in any diving activities. You will also need to remain aware of the important safety rules regarding breathing and equalisation while scuba diving. Improper use of scuba equipment can result in serious injury or death. If you have any additional questions regarding this Medical Statement or the Medical History section, please review them with the Diving Officer or Secretary of the Club.

Medical History

To the Participant:

The purpose of the Diver Medical Health Questionnaire below is to find out if you should be examined by your physician before participating in diving-related activities with the Jamaica Scuba Diving Club. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a pre-existing condition that may affect your safety while diving and you must therefore seek the advice of your physician.

Please answer the following questions on your past or present medical history with a **YES** or **NO**. If you are not sure, answer **YES**. If you answer **YES** to any question, JSDC will request that you consult with your physician and undertake a Medical Examination prior to participating in scuba diving unless you have already completed a successful Medical Examination within the period prescribed below. If you are required to conduct a Medical Examination, you should provide to your physician with a copy of "Guidelines for Recreational Scuba Diver's Physical Examination" (copies of which are available from the Secretary of the Club).

Validity of Medical Statement

Please note that this Statement shall be valid only for the calendar year in which it is signed by you. You should note however that if any changes in health take place during that calendar year which may affect your fitness to dive, you should declare this to either the Diving Officer or the Secretary of the Club.

Validity of Medical Examination

In the event that you answer **YES** to any questions on a Medical Statement relating to a particular calendar year, you shall also be required to have undertaken a Medical Examination which remains valid for that particular calendar year.

For this purpose, a successfully completed Medical Examination shall normally be deemed to be valid from that date of the Examination to the second anniversary of the end of the year in which the examination is undertaken e.g. if you undertake a medical examination at any time in the calendar year 2003, it shall normally be deemed to be valid for 2004 and 2005. If however your physician indicates that the validity should be for a lesser period (ending on 31st December), that lesser period shall apply.

JSDC - DIVER MEDICAL HEALTH QUESTIONNAIRE

Have you ever had or do you currently have....	YES /NO	Have you ever had or do you currently have.....	YES/ NO
Any form of lung disease?			
Asthma, or wheezing with breathing or wheezing with exercise?		History of diving accidents/incidents or decompression sickness/other diving injury?	
Frequent or severe attacks of hayfever or allergy?		History of back, arm or leg problems following surgery, injury or fracture?	
Frequent colds, sinusitis or bronchitis?		Inability to perform moderate exercise (example: walk one mile in 12 minutes)	
History of chest surgery, chest pains, or palpitations?		History of high blood pressure or take medicine to control pressure?	
Pneumothorax (collapsed lung)?		History of any heart disease?	
Any form of chest/lung disease?		History of any heart attacks?	
Claustrophobia or agoraphobia (fear of closed or open spaces)?		Angina or heart surgery or blood vessel surgery?	
Behavioural health problems?		History of ear or sinus surgery?	
Epilepsy, seizures, convulsions or take medications to prevent them?		History of ear disease, hearing loss or problems with balance?	
History of blackouts or fainting (full/partial loss of consciousness), or dizziness?		History of problems equalising (popping) ears with airplane or mountain travel?	
Recurring migraine headaches or take medications to prevent them?		History of bleeding or other blood disorders?	
History of motion sickness?		History of any type of hernia?	
History of diabetes?		History of ulcers or ulcer surgery?	
History of recurrent back problems?		History of ileostomy or colostomy?	
History of back surgery?		History of panic attacks?	
History of any disease of the brain or nervous system?		History of drug or alcohol abuse in the past five years?	
Other Questions:			
Could you be pregnant or are you attempting to become pregnant?			
Do you regularly take prescription medications (other than birth-control)?			
Are you currently receiving medical care or have you consulted your physician in the last year other than for minor illnesses, infection or injury?			
Have you ever been refused a diving medical certificate or life assurance?			

The information I have provided about my medical history is accurate to the best of my knowledge

PARTICIPANTS SIGNATURE

DATE (DAY/MONTH/YEAR)

SIGNATURE OF PARENT OR GUARDIAN (WHERE APPLICABLE)

DATE (DAY/MONTH/YEAR)

For Club Use Only:

Medical Exam Required: Yes / No

Diving Officer's Initials:

IF A MEDICAL EXAMINATION IS REQUIRED, THE FOLLOWING SHOULD ALSO BE COMPLETED:

PARTICIPANT INFORMATION:

First Name: _____ **Surname:** _____
Sex: M / F **Age:** _____ **Date of Birth:** _____
(DD-MMMM-YYYY)
Address (H): _____

Home Tel: _____ **Business:** _____ **Fax:** _____

NAME AND ADDRESS OF YOUR PHYSICIAN:

Physician: _____ **Hospital/Clinic:** _____
Date of Previous Medical Examination: _____
[DATE/MONTH/YEAR]
Name of Examiner: _____ **Hospital/Clinic:** _____
Address: _____
Tel: _____ **Cellular:** _____ **Fax:** _____

ASSESSMENT OF PHYSICIAN:

The above person wishes to participate in scuba (self-contained underwater breathing apparatus) diving with the Jamaica Scuba Diving Club (JSDC). Your opinion of the above person's medical fitness for scuba diving is requested. Please review and refer to 'Guidelines for Recreational Scuba Diver's Physical Examination' as you deem appropriate.

Physician's Impression:

- I find no medical conditions that I consider incompatible with scuba diving
- I am unable to recommend this individual to partake in scuba diving

PHYSICIAN'S SIGNATURE M.D. DATE (DAY/MONTH/YEAR)

Physician: _____ **Hospital/Clinic:** _____
Address: _____
Tel: _____ **Cellular:** _____ **Fax:** _____

Note for Physician:

A successfully completed Medical Examination shall normally be deemed to be valid by JSDC from that date of the Examination to the 2nd anniversary of the end of the year in which the examination is undertaken. If you recommend that the validity of the above Examination to expire sooner, please insert the relevant expiry date (to 31st December if possible) here: _____

PLEASE
AFFIX
HOSPITAL/
CLINIC
STAMP
HERE

SCHEDULE I

Jamaica Scuba Diving Club

Dive Planner/Report

DIVE SITE INFORMATION:

DIVE SITE: _____ **ALTERNATIVE SITE:** _____

PURPOSE/TYPE: _____ **PURPOSE/TYPE:** _____

LOCATION: _____ **LOCATION:** _____

DATE/TIME: _____ **DATE/TIME:** _____

**DEPTH LIMIT/
MAX. B-TIME:** _____ **DEPTH LIMIT/
MAX. B-TIME:** _____

**WEATHER/
TIDE INFO.:** _____

BOAT & COX: _____

**MEETING
ARRANGEMENTS:** _____

DIVING PARTICIPANTS:

DIVE MARSHALL: _____ **DIVE LEADER:** _____

	Diver (& Buddy No.)	Grade/ Logged Dives	Actual Max .Depth/ Bottom Time		Diver	Grade/ Logged Dives	Actual Max .Depth/ Bottom Time
1.				9.			
2.				10.			
3.				11.			
4.				12.			
5.				13.			
6.				14.			
7.				15.			
8.				16.			

Instructions/Remarks:

Reviewed by Diving Officer: _____

DIVE MARSHALL CHECKLIST:**Oxygen Bottle & Regulator****First Aid Kit****GPS & Depth Sounder (as appropriate)****Marshall Kit****DIVE LEADER BRIEFING:**

S Safety: ear/mask clearing, adjusting buoyancy, what do if separated, depth limitation and maximum bottom time, air reserves, any other dive-specific safety issues, overview of safety procedures to be adopted in the event of an emergency.

E Exercise: how the diving will be conducted: entry/exit methods, mode of descent, dive plan once submerged, assembly at the bottom etc., procedure for surfacing at termination of dive etc.

E Equipment: - what is on board and where it is stowed, stowage of dive equipment etc.

D Discipline: - reminder to each diver buddy pair of the need to keep close together at all times. Also each buddy pair should endeavour to maintain regular visual contact with the Dive Leader throughout the dive.

S Signals: - review of signals that may be during the dive etc.

*Buddy Check – B.W.R.A.F.***DIVE LEADER INITIALS:** _____**DIVE REPORT:****TIME OF DESCENT:** _____**VISIBILITY:** _____**WEATHER/SEA****CONDITIONS:** _____**EXECUTION OF DIVE: (Entry/Exit, Conduct of Dive, Dive Site Navigation etc.)**

OBSERVATIONS/REMARKS:

DM/DL INITIALS: _____**DATE:** _____**D.O'S INITIALS** _____**SOME USEFUL EMERGENCY CONTACT NUMBERS:**

Recompression Chamber, UWI Marine Lab, Discovery Bay: 973-2241	Coast Guard: Discovery Bay: 973-3256
Jamaica Defence Force (JDF) Air Wing: 920-0394 / 926-2579	Coast Guard: Port Royal: 967-8031 / 967-8195 / 967-8189
HOSPITALS	Air/Sea Rescue: 119
	Met Office – Kingston – 924-8055
Clarendon: Lionel Town: 986-3226 / Chapelton: 987-2215 / May Pen: 986-6307	HOSPITALS – cont'd.
Hanover: Lucea: 956-9688 / Noel Holmes Hospital: 956-2733	St. Elizabeth: Black River: 965-2212
Kingston: University Hospital W.I. – 927-1620 / KPH: 922-0210	St. James: Cornwall Regional Hospital, Montego Bay 952-5100
Manchester: Mandeville: 962-2067 / Percy Junor Hospital: 964-2322	St. Mary: Annotto Bay: 996-2223 / Port Maria: 994-2228
Portland: Buff Bay: 996-1478 / Port Antonio: 993-2646	St. Thomas: Isaac Barrant: 982-2766/Princess Margaret: 982-2304
St. Ann: Alexandria Hospital: 975-1007 / St. Ann's Bay: 972-2272	Trelawny: Falmouth: 954-3250
St. Catherine: Linstead: 985-2241 / Spanish Town: 984-3031	Westmoreland: Sav-La-Mar: 955-2533