

JCA Elite Scuba
Student Agreement
Terms & Conditions
Terms of Services
Policies & Procedures
Program Standards

Student Name

Please take the time to carefully read the following information. Please print a copy for your records.

If you have any questions, please ask. If anything has been previously agreed upon, you will have confirmation of it by e-mail, text, or letter. Please save that correspondence.

I am incredibly flexible and can work around 99% of all extenuating circumstances. However, I take the scuba diving education you are about to receive seriously. I will always maintain the highest levels of professionalism, courtesy, and integrity. I ask for all students to do the same.

- 1) A student is defined as (but not limited to) a person who is studying, takes interest, looks to increase and/or improve their knowledge; in and/or from a program, class, school, college, and/or university; that is attempting, has the interest to, or believes that they may learn, gain, acquire knowledge, acquire skill(s), and/or improve skill(s); from another, person(s), application(s), media, literature, electronic means, group(s), teacher(s), instructor(s), scholar(s), professor(s), fellow(s), practitioner(s) and/or master(s); to gain insight, knowledge, understanding, information, awareness, critique, and/or ability; that they may or may not have had prior to such actions. If the student is under 18 or the age of majority, the parent or guardian accepts a roll of student as well for the purposes of responsibility, of liability, and for authorization purposes.
- 2) There are no refunds for education, educational supplies, open water weekends, specialty courses, certification cards or certification processing, scuba diving equipment rentals or repairs, and Divemaster / Dive Guide services once purchased. Receipt of this agreement, receipt of the e-mail or link to this agreement, or orally communicated constitutes the beginning of class and acceptance of the student agreement and it's terms.
- 3) The student is not allowed to proceed to confined water or open water until after their swimming skills and skin diving skills have been demonstrated and evaluated. While it is not necessary to be a strong swimmer in order to scuba dive, if the student believes that their swimming skills are adequate and subsequently do not meet the standards necessary to advance to the next stage of the program, it may delay entry, beginning, and completion of the program.
- 4) Open Water Scuba Diver certification or it's equivalent is required for Specialty Courses or Advanced, Master, Training Assistant, and Divemaster Programs. Prior to in-water course work, an in-water evaluation will be conducted. Scuba skills evaluations are for review purposes. Demonstration of: equipment assembly,

entries, underwater communication, regulator clearing, locating secondary and alternate regulators, mask clearing, air sharing, air sharing ascents, controlled emergency swimming ascents, oral inflation of buoyancy compensation device (above and below water), demonstration of neutral buoyancy, proper use of scuba diving equipment, exits, and equipment disassembly are required. Upon successful demonstration of skills, the student can proceed to the course or program. If skills are unsuccessfully demonstrated, a review of all the above listed skills will be required prior to course or program beginning at the cost of \$150. There is no refund of course or program fees if the student is unable to successfully demonstrate skills in a safe and adequate fashion.

5) The student is not guaranteed a completion date of any program. Failure to complete or the delay of any program could interfere or interrupt a scheduled trip or previously made travel plans that have been made. The student is aware that it is possible that they might not complete the program in time due to unforeseen natural events, weather, family matters, accidents, illness, injuries, or deaths. While every consideration will be made to not cancel or reschedule a program, the student understands there is no guarantee or promise of completion by a specific date or time. All certification programs must be scheduled at least 30 days in advance. It is highly recommend to request days, times, scheduling, or appointments in writing and in advance. Scheduling is on the first come, first served, first scheduled basis. If dates are not scheduled and another student takes days and times wanted, or if JCA Elite Scuba and/or it's instructors are unavailable, and no other considerations are available, this delay could interfere or interrupt a scheduled trip or previously made travel plans.

a) Unless previously agreed upon, all programs expire and payments are forfeited one year after the last correspondence. All programs may be extended one more year (out to two years) from the original purchase date, but must be completed by that date. Programs which expire are no longer valid and payments are forfeited. No credit will be applied to other classes or may be transferred to other programs or other persons unless previously agreed upon and in writing.

b) While I will make all attempts to stay in contact with those that have paid, it is the purchaser's and/or student's responsibility to let JCA Elite Scuba, Juan Carlos Aguilar, or it's agents and instructors that they have been delayed and are not able to complete the program for which they paid for at that time. Please contact me prior to the timelines listed above and in writing. Please save those correspondences!

6) If the student is receiving a discounted price from the regular cost of the JCA Elite Scuba's Open Water Scuba Diving Program (or similarly worded program) through the merchants, "Yelp," "Living Social" or "Groupon," they must call to reserve an opening in the schedule within 24 hours after purchasing that offer or a \$150 late scheduling fee will apply.

7) [Rental equipment](#) or equipment purchases might be required for the Open Water dives, Specialty Certification dives, or Technical Diving courses. The cost of this equipment is not included in the price of these programs. Furthermore, if the student rents equipment from other than JCA Elite Scuba or purchases equipment that is inadequate, incomplete, or not functional, rental equipment from JCA Elite Scuba will be required. Advanced notice may be required to guarantee availability. Equipment may be rented on a per item and/or per day basis. The rental cost of each items varies. Please ask for a price list. If in the event any item is lost, broken, or not returned, the full replacement value of said item or items will be assessed to the student and must be paid in full prior to the completion of any program or issuance of any certification. There is no warranty or guarantee of equipment and the student accepts full responsibility for any injury that may occur from it's use.

8) After the completion of a program, the student may receive a "Certification Card" or e-Cert Card (electronic proof of certification from NAUI). All Physical Certification Cards (Cert Cards or C-cards) are only delivered to the recipient and in person. If cards are to be mailed, the cost of a Certification Card plus the cost of mailing directly to the student is included. Once the card is issued, if lost in the mail or by the student, a replacement fee which is set by the issuing certification agency will be charged and must be paid

for in advance prior to reordering the replacement.

9) All students must complete a "Student Record Folder." Within the Student Record Folder, the student's Personal Contact Information; Emergency Contact(s); Express Assumption of Risk Associated with Diving and Related Activities; Release of Liability, Waiver of Claims and Indemnity Agreement; Medical History Information Form; possible Medical Release(s) or Medical Evaluation and Physician Approval Form signed by a medical physician; and any area of "Reaffirmation" (if applicable) must be completed in their entirety. Failure to complete a section, failure to sign a section, and/or submitting false or inaccurate information may result in termination or suspension from diving and/or related activities without refund or compensation in any way. The student understands that it is their responsibility to read each section, understand each section, ask for clarification if not understood of each section, and not sign any section if under duress and/or do not agree with these areas or sections. The student agrees that even if these areas or sections within the Student Record Folder are not signed, they agree to the content contained within the Student Record Folder. Furthermore, the student agrees to release all liability, claims, and indemnify Juan Carlos Aguilar, JCA Elite Scuba, it's agents, and it's employees and freely accept and expressly assume all risks, dangers, and hazards that may arise for any reason. Because scuba diving and in-water activities contain risk, managed or otherwise, it is strongly recommended that each student purchase and maintain DAN (Divers Alert Network) Dive Accident Insurance.

10) A "MEDICAL EVALUATION AND PHYSICIAN APPROVAL FORM" may be required in order to continue with in-water, scuba diving activity. A Medical Evaluation and Physician Approval Form" is NOT required for scuba diving education, classes, and for informational purposes. If a physician's impression is that they "disapprove" with the student's request to scuba dive or continue in any scuba diving in-water activity, if there is/are medical conditions which in their opinion would clearly constitute "unacceptable hazards to health and safety in diving" and/or that it is "not in the individual's best interest" and/or that their medical condition is "likely to present a probable direct and/or indirect threat to others or self," the student will not be allowed to continue with in-water scuba diving activities and agrees that no refund of fees, costs, tuition, and/or expenses will be returned. Additionally, if the instructor determines that the student's current state of health warrants postponing, canceling, or rescheduling due to new illness (common cold, influenza, pneumonia, bronchitis, sinusitis, cough, physical injury, mental disability or disorder), the decision of the instructor supersedes any scheduled or anticipated completion date. If in the event of such illnesses, please contact JCA Elite Scuba as soon as possible to make arrangements. Even with advanced notice, it is possible that canceling or rescheduling of transportation, lodging, rental equipment, may not be possible. The student agrees that they will be still responsible for these costs and fees.

a) NAUI Standards and Policies state that every student is required to have a medical release signed by a physician if they answer YES to any of the areas in [this medical questionnaire](#). Please review it now. You'll need the form below signed by a physician prior to any in-water activities. If you answered NO to all these areas, we will fill out the Medical Statement Form when we meet for your educational review.

b) Please do not delay in obtaining a signature by a physician on the form below if you answered YES to any of the statements. Last minute physician examinations are difficult to schedule and costly. While there is not a requirement for this physician to be your Primary Care Physician, if you cannot obtain an appointment and thus the signature until after the day you have scheduled for in-water work, the in-water activities will have to be postponed. Furthermore, the student agrees that fees to cancel and reschedule may be incurred. These fees, costs, tuition, and/or expenses are non-refundable and are due prior to continuation of your program.

c) Download the Medical Statement Form by clicking [HERE](#).

11) The student may provide their own mask, fins, boots, and snorkel unless otherwise stated. Please make arrangements prior to the start of class to acquire, rent, or purchase these items. These items must be of "scuba diver" quality. .

12) Unless previously agreed upon, the student must purchase a NAUI Scuba Diver Course System or the Educational System for the course they are taking (if applicable) prior to the start of class. The student will be responsible for completion of the required reading, writing, watching, and completing of the material as agreed upon. Failure to complete the required material may delay entry into the confined water or open water or certification dive portion of the program. A "loaner" or "library" version of these course systems or supplies may be available. If there is a cost associated with the loaner or library, this agreed upon price will be paid in advance and prior to completion of that program, any and all material, unless otherwise agreed upon, must be returned in the same condition for which it was loaned or borrowed. Returning of "loaner" or "library" materials in any condition other than how it was received may result in having to purchase or replace that material at current JCA Elite Scuba price or the price established, including shipping, by the printer, distributor, and/or author.

13) Unless previously agreed upon, the student must make their own travel and/or lodging arrangements for the Open Water Certification weekend or Certification Dives. Please understand that travel arrangements and lodging are set by the owners and/or management of that establishment. As each business may have it's own cancellation policy, please check with them. In the event that cancellation of travel or lodging by the student results in an encumbrance, additional cost, fees, or other liability, the student will be responsible for that cost prior to rescheduling of any event or activity. Because of the unpredictable nature of others business practices, natural disasters, events out of control by JCA Elite Scuba, weather, war, civil unrest, or boycott, travel insurance and/or trip insurance is highly recommended.

14) Unless previously agreed upon, by choosing the "Open Water Traveler Pro" Program, a referral will be provided to any NAUI Dive Center or active NAUI Scuba Diving Instructor free of charge. The referral will be mailed, e-mailed, or faxed to any NAUI Dive Center or Instructor that is actively listed in the NAUI Member Directory. A referral to any agency or instructor other than NAUI is possible, however, JCA Elite Scuba and NAUI does not have influence or control over the standards or requirements of that dive shop, dive location, certification agency, instructor, or facility. It is highly recommended that the student corresponds with those individuals or business far in advanced to eliminate any confusion that could arise.

15) Unless previously agreed upon, the student understands that they must pass any written or any oral final exam with a score of 100%. If unsatisfactory progress in classes or in the educational process warrants that the student reread or review the material or videos, a delay of entry or completion of any class, specialty, or program may result. Additionally, a delay in the completion of the program could result in missing scheduled trips, travel, or reservations for which the student will be solely responsible.

16) The student understands that they are responsible for making up any classes or certification dives they miss. Make up classes are \$150 per session and make up certification dives are \$150 per day. This rate is per person.

17) The student agrees that the price of the program(s), certification(s), training, refresher course(s), or fee(s) posted on websites, webpages, websites, pages, sites, in print, by email, and any other means, may change at any time. As of January 1, 2019, the "Open Water Diver" Program is \$700; the "Open Water Diver Specialist" Program is \$800; the "Advanced Open Water Program" is \$600; the "Master Diver Program" is \$500; the "Divemaster Program" is \$1,000 (this price does not include required educational materials); Individual "Specialty Courses" are \$150 each; "Refresher Courses" are \$350 or \$550; "TDI Advanced Nitrox" is \$400; TDI Decompression Procedures is \$400; "TDI Advanced Nitrox and TDI Decompression Procedures" purchased together is \$700 (\$350 each); a two pound bag "MY M&M'S® Bulk Candy - Aqua" is \$49.95 (shipping included); access to only the "NAUI eLearning" Course is \$450.

18) Previous verbal commitments only apply if they are put in writing. In writing constitutes an email, text, or letter from JCA Elite Scuba, carlos@jcaelitescuba.com, or JCA Elite Scuba letterhead. Please save that correspondence. Additionally, if the student quits, resigns, failures to appear, moves, and by any act cannot complete any program or certification, a credit for services rendered will only be offered when it was

previously agreed upon and is in writing. JCA Elite Scuba, Juan Carlos Aguilar, it's instructors and agents work, teach, are employed, provide services, and lead dives at a rate of \$150 per hour for each per person or individual. Credits are only applied after time spent and the cost per hour are applied. The minimum time required for education of scuba diver is six hours. The minimum time required for any certification dive (which includes time for a dive briefing, setting up of equipment, the dive, dive debriefing, logging the dive, and surface interval) is three hours. A minimum of four open water dives are required for scuba diver. All NAUI Specialties require at least two dives. All TDI Specialties require at least three dives. Only three dives may count towards certification in any 24-hour period. Prices for the complete programs are less expensive as listed above and thus not recommended that a student take classes, courses, or training on an hourly basis.

19) The student agrees that the educational, confined water, and open water portions will proceed at the industry's, "standard pace," if attending "group sessions." While some flexibility in class scheduling is possible, due to the nature of group lessons, if time allotted in those groups are not sufficient, the student may be required to transfer into and pay for "individual" and/or "private" classes and/or sessions. Private class and session prices must be agreed upon and put in writing prior to their start as prices may increase at any time and without any advanced notice.

20) Pool work and practicing in the pool is no longer available prior to open water certification dives. All confined water work will be conducted at the dive location when pool-like conditions are in effect.

21) Unless previously agreed upon, the student agrees that up to two classroom sessions and six open water certification dives will be allowed to determine if one has "Passed" or "Not Passed" recreational open water scuba diving programs. "Recreational diving attitude" which contradicts safe recreational diving practices and procedures may delay, postpone, or interrupt the length of any class and warrant additional educational review and/or additional certification dives and/or additional costs or fees. Technical diving programs may require additional dives if in the opinion of the instructor the student has not made satisfactory progress warranting the issuance of or awarding of any certification. Additionally, "technical diving attitude" which contradicts safe technical diving practices and procedures may delay, postpone, or interrupt the length of any class and warrant additional educational review and/or additional certification dives. The time required for each will be dictated by the number of students and their progress through the program. Payment alone does not constitute a "referral," "passing," "graduating," "delivery of a certification," a "certification card," or a "diploma." The judgment of the instructor(s) and/or assistant(s) and/or staff(s) decision is final.

22) Additional Fees:

Expedited services: Programs that need to be completed with less than 3 weeks will pay an additional fee. This fee is in addition to regularly posted rates.

Remaining time of 8 days to 21 days, an additional \$100 will be assessed. 7 days or less, an additional \$200 will be assessed.

100% of lodging fees and air fills will be paid by the student(s) for all expedited services.

Lodging fees (Unless previously agreed upon, the default arrangements for lodging are that the students and instructors will have separate rooms. If alternative lodging requirements are requested, options are listed below.): "During Open Water Weekend (OWW)"

1 Student: All lodging fees including that of the instructor are paid by student. 2 nights and 2 days are required to complete certification. Check in is at 2:00pm PST and check out is at 12:00pm (two days later). Classes start at 2:00pm on the first day and if not completed by the third day, a beach fee will be required. Student pays for all beach fees. Student pays for all air fills.

2 Students: In a "dorm-style" setting with the instructor, all lodging fees including that of the instructor are paid by students. 2 nights and 2 days are required to complete certification. Check in is at 2:00pm PST and check out is at 12:00pm (two days later). Classes start at 2:00pm on the first day and if not completed by the third day, a beach fee will be required. Students pay for all beach fees. Students pay for all air fills.

3 to 5 Students: In a "dorm-style" setting with the instructor, all lodging fees including that of the instructor are paid by students. Check in is at 2:00pm PST and check out is at 12:00pm (two days later). Classes start at 2:00pm on the first day and if not completed by the third day, a beach fee will be required. Students pay for all beach fees. Students pay for all air fills.

6 or more Students: All lodging fees including that of the instructor are paid by students. Students pay for all beach fees. Students pay for all air fills. Schedule, timeline, and time frame will be formalized in advance and e-mailed to all of the students.

Any number of students when requesting or requiring separate lodging (not in a "double-occupancy" OR not in "dorm-style" setting): All lodging fees including that of the instructor are paid by student(s). Student(s) pay for all beach fees. Student(s) pay for all air fills.

Any beach fees (day trips or multi-day trips), if required, are paid by the student(s) regardless of number of the number of students and the number of days of lodging required. Student(s) pay for all air fills.

When the dive site or destination is greater than 200 miles from the primary residence of the instructor, the student will pay 100% of the lodging fees.

Sunrise Motel and Diving Resort

24520 US HWY 101
Hoodsport, WA 98548
360-877-5301

Contact the motel for current rates, fees and all policies. JCA Elite Scuba does not set these rates and fees and are solely established by the owners and/or their management. If lodging other than Sunrise Motel is utilized, that place should be contacted for their current rates, fees and all policies.

Transportation allowance, fuel cost (Unless previously agreed upon, the default arrangements for transportation are that the students and instructors will drive their own vehicles and pay for their own gasoline cost): An equal percentage of the fuel cost per student and instructor when carpooling (sharing a vehicle and less than 200 miles). When expedited services are requested, the student will pay 100% of fuel cost. When the dive site or destination is greater than 200 miles from the primary residence of the instructor, the student will pay 100% of the fuel cost. No allowance or considerations when each person provides their own transportation and when the dive site or destination is less than 200 miles from the primary residence of the instructor. The

Other fees: Late fee: \$150; Cancellation fee: \$150; No call, No Show fee: \$150; Transportation fee: \$150; Equipment return fee: \$150; Damaged equipment fee: \$150 per item; Equipment not returned fee: \$150; Educational materials not returned fee: \$150; Reservation date(s) cancellation fee: \$150.

23) Confirmation from all participants in a group (i.e. spouses, children, friends, family). Because schedules change, confirmation from all persons attending the "educational review," "sessions," "open water weekends," and/or "certification dives" must be received in writing, by email, and/or by text at least 72 hours in advance for education and confined water work and at least 10 days in advance for lodging and all certification dives and/or certification days. Any person within the group that makes the decision for the group in its entirety will be responsible for any fees incurred by others in their group even if it was without their permission. Please check JCA Elite Scuba's current fee schedule for: late fees, cancellation fees, lodging fees, expedited

services, or any costs that may be incurred because of changes that are made without advanced notification. While I will make all considerations and provide all flexibility possible, because some do not have (or choose to have) email or voicemail, when JCA Elite Scuba cannot confirm that a person is confirmed for attendance, that person will not be included in that session and will be assessed a late fee or cancellation fee even if they confirm the day of that session or event. Continuation will not be granted until that fee has been collected.

24) Authorization of funds for fees. Because unforeseen late fees, cancellation fees, lodging fees, expedited services, or any costs that may be incurred because of changes made without advanced notification, a credit, debit, and/or charge card will be taken and kept on file when it is time to reserve, process, begin, or engage in the next level of training. In the event that a fee is incurred, that fee will be assessed and charged to the student if they cancel without the advanced notice required by JCA Elite Scuba and/or by the other business according to their policies. If the student chooses not to provide a credit, debit, or charge card it is possible that scheduling might not be made and can be revoked, changed, or canceled without any advanced notice to the student. Because JCA Elite Scuba works with other businesses and coordinates equipment rental, lodging for the student and/or instructor, as well as other services agreed upon in order to complete the students training, these businesses may charge JCA Elite Scuba in advance and cancellation may incur fees that are different to or do not fall inline with usual JCA Elite Scuba charges. The student hereby agrees that permission to charge these fees is given in advance of the completion of their program.

a) Chargebacks. In the event that a student disputes the fees incurred and a "Chargeback" is received by JCA Elite Scuba which is later proven not to be valid, the student will be liable and agrees to pay JCA Elite Scuba the full amount of the Chargeback immediately. The student also agrees to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by JCA Elite Scuba for the collection of all amounts unpaid by the student.

b) Falsification and cancellation of credit, debit, or charge cards. If it is determined that a students provides a false, fake, made up, or stolen card number, and/or cancels that card after it was provided to JCA Elite Scuba, all education, services, and/or training will be terminated immediately and forwarded to law enforcement. Any funds that have been paid are hereby forfeited.

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I have read this document, understand it, and agree to these terms and conditions.

Signature

Date