



**Vancouver Pescaderos Dive Club  
Application for Membership**

*Note: If applying as a family, each person is to fill an application.  
First application is "primary", subsequent applications in the same family are "secondary".*

**Membership type:** Single \_\_\_ Family \_\_\_

**Date of application:** \_\_\_\_\_  
(dd/mm/yyyy)

**Applicant's full name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone (home)** \_\_\_\_\_ **Phone (work)** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Birthdate:** \_\_\_\_\_ (dd/mm/yyyy)

**C.Card#:** \_\_\_\_\_ **Date issued** \_\_\_\_\_ **Agency** \_\_\_\_\_

**Number of cold-water dives completed to date:** \_\_\_\_\_

**Name of spouse/partner:** \_\_\_\_\_

**Emergency contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Liability waiver received and signed on:** \_\_\_\_\_  
(dd/mm/yyyy)



VANCOUVER PESCADEROS DIVE CLUB

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

***PLEASE READ CAREFULLY!***

INITIAL

**TO: VANCOUVER PESCADEROS DIVE CLUB**  
(hereinafter referred to as the "CLUB")

I hereby declare that I am a certified SCUBA diver, trained in safe diving practices and aware of the inherent hazards of skin and SCUBA diving.

<b>Name</b>	Last: _____	First: _____	Initial: _____
<b>Address</b>	Street: _____		
	City: _____	Prov.: _____	Postal Code: _____

In this agreement, the term "**CLUB ACTIVITIES**" shall include all activities associated with the CLUB including but not limited to: scuba diving, kayaking, snorkeling, pool dives, transportation to and from activities, charter dives, club picnics and social events.

**ASSUMPTION OF RISKS**

I am aware that CLUB ACTIVITIES involve many risks, dangers and hazards including, but not limited to: drowning; equipment malfunction; currents; the bends; lung expansion injuries and embolism; entanglement in underwater cables or kelp; collisions with boats; poor visibility; encounters with aggressive and/or poisonous marine animals; the failure to dive safely or within one's own ability; negligence of other divers **AND NEGLIGENCE ON THE PART OF OTHER MEMBERS OF THE CLUB INCLUDING THE FAILURE ON THEIR PART TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF DIVE CLUB ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above may exist on any DIVE CLUB ACTIVITY.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH DIVE CLUB ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

In consideration of the CLUB accepting my application for membership or continuing my membership and permitting my involvement on various activities organized by the CLUB and its members, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I may have or may in the future have against the CLUB, and its past, present or future directors, officers, members, agents, representatives, sponsors, successors, volunteers and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES"), and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from either my use of or my presence DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF DIVING REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from participation in any activities organized by the CLUB;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties or obligations as between myself and those persons affected by this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of diving other than what is set out in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20      Signature \_\_\_\_\_

Executive Signature	Member witness
Please print name clearly	Please print name clearly

This Agreement must be completed in full, signed, dated, and witnessed by another Club member in good standing and one member of the Club Executive.



## **RULES, REGULATIONS, POLICIES, PROCEDURES of the Vancouver Pescaderos Dive Club**

### **PART 1 - General**

1. The name of the organization is the Vancouver Pescaderos Dive Club, and the Club's Motto is: "Dive in Safety with Friends".
2. The purposes of the organization (hereinafter referred to as "The Club") are to:
  - a) Provide a public participation mechanism for sport and recreational underwater activities.
  - b) Foster and encourage safe handling and use of equipment and services in sport and recreational underwater activities.
  - c) Work towards the conservation and protection of the marine environment wherever possible and within the realm of sport or recreational underwater actions.
  - d) Educate others about the protection and conservation of the marine environment through research, public awareness, education and other actions.
  - e) Communicate and co-ordinate with other organizations of similar interest.
3. The purpose of the organization shall be carried out without purpose of financial gain for its members, and any profits shall be spent to the benefit of the entire organization as shall be judged by the membership.
4. No director or officer shall be remunerated for being or acting as director or officer but a director or officer (may be reimbursed for all expenses necessarily and reasonably incurred while engaged in the affairs of the organization
5. Use of any Club funds shall be discussed and voted on by the membership at the appropriate time during general meetings.

**Initials**

## **PART 2 - Membership**

6. There shall be two classes of membership:
  - a) Regular members - restricted to persons having acceptable diving certification from any recognized international certifying agency.
  - b) Honorary members – honorary membership is given to long-time regular members in recognition of many years of work and participation in the club. The entire club must hold a vote to bestow an honorary membership.
  - c) Non-diving spouses and partners of members shall have the same access to Club activities as members but shall not have voting rights.
7. Only members in good standing, being those whose dues and club assessments, if any, are fully paid, shall be entitled to vote at any club meeting.
8. A member loses good standing when any dues or assessments are over 1 (one) month in arrears.
9. A member may be expelled by a special resolution of the membership passed at a general meeting.

## **PART 3 - Meetings**

10. General meetings of the Club shall be held monthly at the time and place that the Executive decides.
11. A quorum is 4 members present or a greater number that the membership may determine at a general meeting.
12. The Executive may, when they think fit, convene an extraordinary general meeting.
13. All meetings will be conducted under Roberts Rules of Order.
14. The President will not vote on motions except in case of a tie.
15. A member in good standing, present at a general meeting, is entitled to one vote. Voting is by show of hands or by secret ballot in the election of officers.  
Voting by proxy is not permitted.

## **PART 4 - Directors and Officers**

16. The President, Secretary, Treasurer and Newsletter Editor shall form the Executive of the Club. The number of directors shall be 4 or such number as determined from time to time at a general meeting.
17. The Executive and Directors shall be elected to office at each annual general meeting and shall hold office for one year.
18. The Executive may at any time and from time to time appoint a member as a Director to fill a vacancy in the Directors. Such appointment to be confirmed at the next general meeting. A Director so appointed holds office only until the next annual general meeting but is eligible for re-election at the meeting.
19. The membership may, by special resolution, remove a member of the Executive before the expiration of his/her term of office and may elect a successor to complete the term of office.

<b>Initials</b>
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**PART 5 - Duties of Officers**

20. The President shall:
- Preside at all meetings of the Club and of the Directors.
  - Supervise the other Officers in the execution of their duties.
21. The Secretary shall:
- Conduct the correspondence of the Club.
  - Issue notices of meetings of the Club and of the Directors.
  - Have custody of all records and documents of the Club except those required to be kept by the Treasurer.
  - Maintain the register of members.
22. The Treasurer shall:
- Keep the financial records, including books of account.
  - Render financial statements to the Directors, membership and others when required.
23. The offices of Secretary and Treasurer may be held by one person who shall be known as the Secretary-Treasurer.
24. In the absence of the Secretary from a meeting, the Directors shall appoint another person to act as Secretary at the meeting.

**PART 6 - Bylaws**

25. Every member shall comply with these Rules, Regulations, Policies, and Procedures.
26. On being admitted to membership, each member is entitled to and the club shall give him/her, without charge, a copy of the Rules, Regulations, Policies and Procedures.
27. These Rules, Regulations, Policies and Procedures shall not be altered or added to except by special resolution.

**PART 7 - Special Provisions**

28. In the interest of safety, if any member in good standing of the Vancouver Pescaderos Dive Club, whether on an organized Club activity or not, feels it necessary to ditch their weight belt in the case of an emergency, the weight belt will be replaced by the Vancouver Pescaderos Dive Club.

**PART 8 - Club Equipment**

29. The Vancouver Pescaderos Dive Club has a First Aid Kit.

**PART 9 -**

30. On the death of any member or immediate family of any member a maximum donation of \$50.00 will be made on behalf of the Pescaderos to a charity named by the family. Individual members are welcome to add to this amount if they desire. For all other occasions (illnesses, births, etc.) a card will be sent.

**Initials**