



It has always been Scuba Guru's policy that you pay for training, but earn a scuba certification. Before the scuba diving fun begins, you should understand that by signing up for or if you participate in a scuba course through **Custom Training LLC, (dba Scuba Guru)**, you agree to the following:

The student, or person signing up for the student, understands that when registering or paying for a course, Scuba Guru, its staff, assistants, Instructors and affiliate instructors make financial and scheduling commitments on behalf of the student in order to deliver Scuba Instruction which includes equipment preparations, instructor scheduling, class time, pool time and open water reservations. In order to keep the course costs down, and because of the administrative and operational costs of offering and arranging scuba instruction, the following policies apply.

The student diver must be in generally good health and must also understand that skin diving and scuba diving in the pool and the ocean are physically strenuous activities and that the diver will be exerting themselves during this course, and that if the diver is injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that they expressly assume the risk of said injuries and that they will not hold Scuba Guru and their Professional Staff, or PADI and their agents, responsible for the same.

Attaining Scuba Certification

We all remember signing up for a college course, right? So, by signing up for, and participating in, a scuba diving certification course, the diver understands that the course tuition does not guarantee a scuba diving certification. To earn a PADI scuba diving related certification, the student diver must satisfactorily complete all PADI and Scuba Guru course requirements including academics, confined water training, or open water training as it relates to the particular course. Once the student has started a course, **failure, inability, or unwillingness to complete a course at Scuba Guru, the students forfeits certification and fees paid.**

As a policy, there are no refunds for any training purchase. Scuba Guru does not offer a refund for any reason.



For All Dive Courses and Training

This policy covers ALL dive courses and training UNLESS otherwise noted in the description of the specific course in which case, those policies trump these policies.

For all courses utilizing the PADI E-Learning System, the cost of the online portion or any other portion of the course is non-refundable.

Rescheduling Your Training at Scuba Guru

Training is a limited commodity. Scuba Guru is committed to low training ratios and does not over-book its classes. Our commitment to the highest level of quality training and safety is our number one goal. When you schedule a class, pool, or open water training session, you are prohibiting another customer from booking or reserving that spot.

Once you schedule your class, pool, and/or open water training sessions, you cannot cancel your session. If you decide to re-schedule, you will incur a re-scheduling fee of **\$200.00** per person.

Not showing up for a session will be the same as canceling within 24 hours. Cancellations due to weather will be at the discretion of your instructor and will not incur any financial penalties.

If you cannot complete scheduled dives due to ill health (i.e. viruses, etc), there will be no refund. If we have space available and can arrange new dive dates to finish your dives, we will happily move your dive dates. If you require a letter for travel insurance purposes to claim the value of these dives, we are happy to oblige. As we said, all changes are subject to availability.

Refunds or reschedules will not be offered to students who don't show up for their course date or for students who show up without properly signed forms. You must read the course forms prior to signing up and if you answer "YES" to any of the medical questions you MUST have a doctor's signature before participating in the course.

Standards & Policies For Students or Gift Certificate Purchasers Of Students

You should be able to safely and proficiently swim 200 yards or 300 with scuba diving gear (mask, snorkel and fins).

You can safely and proficiently tread water or float for ten minutes without utilizing any other object to complete the requirement. You do not have fear of closed spaces or claustrophobia.



You have no medical issues and can honestly answer “no” to each and every medical question on the PADI Medical Questionnaire. If any question is answered “yes” you will at your own cost need to have your personal physician certify you are able to conduct scuba diving activities.

There is NO refund if the person cannot meet these conditions/requirements.

Refunds or reschedules will not be offered to students who don't show up for their course date or for students who show up without properly signed forms. You must read the course forms prior to signing up and if you answer "YES" to any of the medical questions you MUST have a doctor's signature before participating in the course.

Remedial Training Policy

If you do not meet the minimum requirements for earning certification or completing a portion of your training to move forward to certification, you will be notified in writing by the Instructor and/or Scuba Guru management. Please note, earning certification and/or meeting interim requirements for certification is at the SOLE discretion of your Instructor. Scuba Guru management and executives not involved in your training have NO influence on that decision.

Every course has a definitive number of classroom, confined water, and/or open water training sessions.

ILLNESS AND INJURY

Scuba Guru, its staff, assistants, Instructors and affiliate instructors are not responsible for any expenses incurred by any customer or guest in the event of medical treatment as a result of your participation in this activity, travel to and from the activity (including air travel), or any events incidental to this Activity. You agree to be financially responsible for any costs incurred as a result of such treatment.

ACTS OF GOD

Scuba Guru, its staff, assistants, Instructors and affiliate instructors in any case where either party hereto is required to do any act, delays caused by or resulting from Acts of God, pandemic illness' (coronavirus or any other CDC named virus'), voluntary/involuntary quarantine, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a



fixed time or a “reasonable time,” and such time shall be deemed to be extended by the period of such delay. No refund shall be given in these situations. Students involved in a class cancellation will receive priority rescheduling for the next available class with no makeup fees.

MEDICAL POLICY

Here at Scuba Guru, we make your safety our top priority. If your medical condition changes for any reason to include exposure or diagnosis of Coronavirus. Scuba Guru, its staff, assistants, Instructors and affiliate instructors shall require a scuba diving physician’s approval to return to diving activity. No refund shall be given in these situations. Students involved in a class cancellation will receive priority rescheduling for the next available class with no makeup fees.

Prior to all diving activities and courses with Scuba Guru, you will be required to read and complete a medical questionnaire(s) to identify any pre-existing condition that might affect your safety while diving.

Any positive response to any of the questions on these forms requires a written and signed medical clearance from a physician prior to engaging in any of our diving activities.

- Possible exposure or positive history to COVID related medical assessments
- History of heart surgery, heart disease, heart attack or stroke (CVA)
- History of high blood pressure combined with subscription of “Beta blockers” to regulate hypertension
- History of lung surgery, pneumothorax or collapsed lung
- Asthma, if client generally carries an emergency inhaler
- History of Epilepsy, convulsions or fainting
- History of Diabetes
- History of diving accident or diving sickness (such as DCS)

All of these medical conditions may be potentially life-threatening medical conditions when scuba diving, therefore we will accept a medical clearance from a proper diving physician.

For all other medical situations causing a “Yes” answer on the medical questionnaire, a medical clearance from a certified doctor will be sufficient. When obliged to provide a medical clearance, please note that the clearance should be dated within 12 months before the diving activity, since medical conditions of a diver may change over time.



These steps are taken with your safety in mind and the attempt to reduce the risk of injury or death whilst diving.

For further information, contact info@scubaguru.com

Please note that Scuba Guru maintains the right to refuse a guest to dive based on medical or any other reason. No refund shall be given in these situations. Students involved in a class cancellation will receive priority rescheduling for the next available class with no makeup fees.

WEATHER CANCELLATION

Scuba Guru, its staff, assistants, Instructors and affiliate instructors are not responsible for any expenses incurred by any customer or guest in the event dives that are cancelled due to severe weather conditions. No refund shall be given in these situations. Students involved in a class cancellation will receive priority rescheduling for the next available class with no makeup fees.

EQUIPMENT LOSSES

Scuba Guru, its staff, assistants, Instructors and affiliate instructors are not liable for any diving equipment rented or personally owned that has become damaged, lost or stolen while participating in any courses offered by Scuba Guru, its staff, assistants, Instructors and affiliate instructors. Student, parent or guardian are financially responsible for replacement costs.

PERSONAL LOSSES

Scuba Guru, its staff, assistants, instructors and affiliate instructors are not liable for any personal items damaged, lost or stolen while participating in any courses offered by the Scuba Guru.

GUEST DIVERS

We appreciate it when a guest offers to assist or provide moral support to a student during the Open Water Course. However, guest divers are not welcome to participate or assist in any part of the PADI Open Water Diver Course. It is not recommended for certified divers to dive with students during training dives for myriad reasons. One reason is that guests are not licensed or insured to teach the PADI Open Water Course. By assisting they place themselves and the instructor in an unfavorable litigious position. ScubaGuru, its staff, assistants, Instructors and affiliate instructors reserve the right to refuse service to anyone.



MINOR PARTICIPANTS

You the parent or legal guardian of the minor participant. You have read this document, and you are signing it freely. You understand the legal consequences of signing this document, including (a) releasing Scuba Guru, its staff, assistants, instructors and affiliate instructors from all liability on my and the Participant's behalf, (b) waiving my and the Participants' right to sue the Scuba Guru, its staff, assistants, instructors and affiliate instructors, (c) and assuming all risks of Participant's participation in this Activity, including travel to and from the Activity (including air travel) or any events incidental to this Activity. You allow the Participant to participate in this Activity. You understand that you are responsible for the obligations and acts of the Participant as described in this document. You agree to be bound by the terms of this document.