

STEP6: DIVE LEADER AGREEMENT

This agreement, made and entered into this day of 200____, by and between SCUBA SCHOOLS INTERNATIONAL-LATIN AMERICA, herein after referred to as "SSI", and _____ Hereinafter referred to as "the DiveLeader". For and in consideration of SSI certifying or renewing the Dive Leader, he/she agrees to abide by the following provisions and requirements.

1. The Dive Leader agrees to abide by the rules and regulations now and hereafter established for and put forth by SSI.
 2. The Dive Leader agrees to follow the SSI Instructional System, including but not limited to, the SSI Dive Leader Manual, as it currently exists or is modified.
 3. The Dive Leader agrees that while acting as a scuba Dive Leader, he/she will act only in such manner as will bring credit to himself/herself, his/her SSI Dealer, and to SSI.
 4. The Dive Leader agrees to maintain any and all such records as are required by SSI; *original records are to remain the property of the SSI Dealer and must remain in the Store/School's possession at all times.*
 5. The Dive Leader agrees to provide access to such records as needed by SSI or the SSI Insurance Company.
 6. The Dive Leader agrees to meet or exceed the educational standards as now and hereafter established by SSI.
 7. The Dive Leader agrees to comply with the annual re-certification procedures as stipulated by SSI, including but not limited to the purchase of new or updated Instructional Materials, and attendance in Update and Continuing Education Seminars.
 8. The Dive Leader understands that he/she will be subject to a monitoring process established by the SSI dealer as part of the Dive Leaders annual re-certification process.
 9. The Dive Leader understands that if he/she has been inactive or undeclared status for six consecutive months or more, renewal of active status is subject to review, is not automatic, and renewal is at sole discretion of SSIIA Headquarters.
 10. The Dive Leader agrees to promptly and immediately report to SSIIA Headquarters any and all accidents of any nature.
 11. The Dive Leader understands that he/she may obtain certification materials only through an SSI Authorized Dealer, and that the Dive Leader certification is valid only when operating under the auspices of a SSI Dealer in good standing.
 12. The Dive Leader understands that if he/she is charged with a criminal offense, the Dive Leader's certifications subject to immediate revocation by SSI.
 13. The Dive Leader understands that he/she may not affiliate with a SSI Authorized Dealer as a satellite Dive Leader without prior approval from SSIIA Headquarters.
 14. The Dive Leader agrees to carry Professional Liability Insurance (where required) and *provide proof of same*, which on the face of such policy shall protect himself/herself and SSIIA from any and all liability for loss and damages, including but not limited to liability for bodily injury or loss of life. (A copy of the policy must be faxed to SSIIA.) In areas where Professional Liability Insurance is required as a condition of Active Teaching Status membership, the Dive Leader agrees that he/she will not conduct SSI Diver Training courses *of any kind* during any period in which his/her Insurance coverage has lapsed.
 15. The Dive Leader understands that he/she is not an agent, employee or legal representative of SSI and has no authority to bind SSI in any manner.
 16. Because SSI is unable to directly monitor the Authorized Dealer/Dive Leader's instructional process and business practices, it is clearly understood that certification cards and all other materials are issued by SSIIA to their Authorized Dealers as a service. It is the sole responsibility of the Authorized Dealer and their Dive Leaders to assure that every person that receives a SSI Certification meets all the criteria established in the published SSI standards. Authorized Dealer/Dive Leader further agrees to not issue certification to any person who fails to meet the intent as well as the letter of the standards.
 17. Certification as a SSI Dive Leader in no way entitles the Dive Leader to a SSI Authorized Dealership or in any way implies that the Dive Leader has the rights to such.
 18. Certification as a SSI Dive Leader in no way implies that the Dive Leader is entitled to attend courses leading to Dive Leader certifications beyond Open Water Dive Leader.
 19. The Dive Leader understands that his/her renewal is *not* solely based on submission of application and fees. SSI Dive Leader renewal is subject to annual review and acceptance by SSIIA.
 20. The Dive Leader agrees that he/she has not previously been or is not currently the subject of any investigation, action or proceeding brought by any scuba diving association or organization. Should the Dive Leader become the subject of any investigation, action or proceeding during the term of this agreement, SSIIA may, at its sole discretion, terminate his/her certification.
 21. The Dive Leader authorizes any other scuba diving association or organization with which he/she affiliates to release to SSI any and all records and information pertaining to any investigation, action or proceeding involving him/her.
 22. The Dive Leader authorizes SSIIA, upon request to release to any other scuba diving association or organization with which he/she is affiliated, any and all records and other information pertaining to any investigation, action or proceeding involving him/her.
 23. The Dive Leader is expected to pay any accounts due to SSIIA. Failure to pay accounts due will result in loss of Dive Leader status and collection proceedings.
 24. The Dive Leader agrees that any and all payments made by credit card for services provided or for membership requirements will stand un-contested and payable. Any charge made by SSI that appears on a credit card statement will be the result of a product delivered or service provided under the terms of our responsibility to the SSI Dive Leader and SSI Divers trained by him/her. Any discrepancies shall be brought to the attention of SSIIA first, and before any further action is taken. SSI will make every effort to resolve and/or clarify the credit card charges. The Dive Leader agrees that in the event a charge made by SSI to a credit card is disputed or contested through the issuing credit card institution (bank) prior to an investigation/inquiry and response from SSIIA, it will be grounds for *immediate* suspension of SSI Dive Leader Membership.
 25. The Dive Leader agrees that he/she will not represent himself/herself as an Active Status SSI Dive Leader in good standing, nor offer nor conduct SSI Diver Training courses of any kind, during any period of time in which his/her membership with SSI has lapsed.
- The Dive Leader agrees and understands that if he/she should default under this agreement, his/her certification as an SSI Dive Leader may be immediately revoked, at the sole discretion of SSIIA Headquarters, and in addition, SSI shall have all other legal and equitable remedies as a result of such default. The undersigned state that they have read the above, and understand all terms, conditions and provisions therein as is indicated by their signature below.

BY: _____
SSI DIVE LEADER

BY: _____
SSIIA HEADQUARTERS

PLEASE DO NOT FORGET TO SIGN THIS AGREEMENT!