

Balanced Divers
34 E. Kawili St. Unit 10
Hilo, HI 96720
(562) 833-4617
info@balanceddivers.com
www.BalancedDivers.com



Tyler A Phelps
Owner/ Instructor
NAUI Course Director #57749
DAN Instructor Trainer #15320
PADI IDCS Instructor #310892
UTD Instructor #124
IAHD Instructor #14002
ARC Instructor #1832387

Learning Agreement with Balanced Divers

Welcome to the _____ course! While we strive make our courses fun and exciting, they are a form of education. As such you will need to invest some time and effort reading, studying and preparing for it. This agreement is between you (the student), and our instructional staff. It outlines our mutual responsibilities and provides a clear understanding of what is expected of you and what we will provide.

Student Responsibilities:

You, as the student, agree to study independently as specified by the instructor. In general, this means that regarding each class session, the student will:

- 🌊 Attend all required class sessions.
- 🌊 Read the appropriate assigned course material and complete any quizzes and homework questions. (where applicable)
- 🌊 Maintain notes as needed to complete homework, quizzes, tests, and for personal reference.
- 🌊 If possible obtain suggested materials as required by the instructor.

Class Expectations

1. **Ask questions about anything not understood.** There really are no dumb questions and student is not to follow directions that make them uncomfortable or fearful without a full and detailed explanation from the instructional staff as to why said directions are issued. Student is also to stop a lecture at any time to have the instructor clarify any information not fully understood.
2. **Show up on time for all sessions and come prepared for class.** Have all assignments completed (such as eLearning or worksheets completed, textbook read, be well rested, have all necessary equipment and classroom materials. Remember to bring your dive logbook, appropriate certification cards, completed medical and waivers, and proof of diving insurance (if applicable) to your first session.
3. **Provide adequate notice for schedule changes.** Notify us in a timely manner to reschedule, cancel, or modify the class schedule.

In-Water and Skill Expectations (where applicable)

1. **Follow all course procedures and safety protocols as set forth by the instructor and instructional staff.** Intentional disregard for course procedures or safety protocols may/will result in a warning/or termination for the first offense depending on severity solely to be determined by the instructor(s) at their discretion. A second violation of this provision will result in immediate termination of instruction and no refund of any monies issued. Any termination of instruction for the stated reasons will result in no refund.

2. **Furnish required equipment.** This may include, but not limited to: masks, snorkels, fins, regulators, BCDs, weights, exposure suits, and cylinders. However, equipment must be adequate for training. If there are any questions regarding appropriateness of equipment, please contact our staff to prevent inconvenience.
3. **Complete all required registration and medical clearances* prior to the first pool session.**
4. **Speak up if you are not comfortable.** Our staff has years of experience and training to deliver the highest quality instruction that we can. We want you to come to class ready with a positive attitude and eagerness to learn, so you can get the most out of our time together. There may be times where you will be task loaded and mentally fatigued during training. We expect you to discuss your comfort and skills honestly and openly during debriefings and at any time with staff. If you feel uncomfortable or do not understand, let us know so we can set the pace accordingly. If you are unable to perform or are uncomfortable with a particular skill let us know so we can accommodate additional time to practice.
5. **Arrive on time to dive sessions.** If you're late for the boat, you still must pay for it! Ensure you are adequately prepared for each session, bringing the personal gear and spares you need.

*Note that in addition to the standard medical statement, the Balanced Divers staff requires the following information based on current medical developments that are not included on the medical questionnaire.

1. Any history of concussion without loss of consciousness in the last 5 years,
2. History of fainting spells.
3. Any head injury requiring medical intervention such as skull fracture, removal of section of skull, or which may affect the student's ability to understand directions.
4. If you have or have had tubes surgically placed in your ears.
5. If you are taking any prescribed medication that may affect your judgment.
6. Gastric Bypass or lap band surgery.
7. Intentional dieting that may result in dizziness, weakness, nausea, or other adverse condition.
8. Any condition listed that may develop or become known during training is to be immediately communicated to the instructor for evaluation of need to obtain medical clearance.

*** Note: Failure to disclose any condition noted in the medical statement to Balanced Divers will be considered a breach of this agreement and may result in immediate termination of instruction should said condition be revealed during training. Instruction would only resume after complete medical clearance from a physician familiar with said condition. Refusal to obtain clearance will result in no further instruction and no refund of monies paid. Should the physician refuse to give clearance a partial refund will result based on time already invested. There is no refund for materials or equipment purchased.

Instructor/Staff Expectations

Your course instructor and staff agree to:

1. Conduct themselves professionally and do their best to make your course interesting, informative and enjoyable.
2. To the best of our abilities be punctual for classroom, fieldwork and in-water sessions. Barring unforeseen emergencies in which case the instructor will strive to reschedule at the student's convenience and without penalty.
3. Treat you fairly, respectfully, and provide honest feedback.

4. Provide a positive learning environment in which to meet the course objectives.
5. Answer your questions to the best of their ability and where an answer may not be immediately available make every effort to obtain an answer within a reasonable time frame.
6. *Assist you through learning challenges. (see below for more information)
7. Will help make arrangements to acquire or provide (with applicable fees) you the necessary gear for sessions or provide guidance in renting gear for training.
8. Prepare themselves by having emergency managements resources, slates, and appropriate first aid equipment and cover these during briefings. Your safety is our highest priority!
9. Issue certification cards as soon as they are received from the issuing agency and provide temporary certification cards as needed provided all training criteria and finances have been met.
10. Listen critically to your constructive criticism of us so we may constantly better our programs and ourselves.

*If the student completes all course work as assigned, arrives for class promptly and otherwise follows directions for learning given by the instructor/ staff, Balanced Divers staff accepts responsibility for educational challenges. Course objectives must be met before the student is certified according to agency standards, but in this situation Balanced Divers staff will schedule additional training sessions until the student (A) masters the course objectives or (B) the student voluntarily elects to discontinue the course. Should the student elect to discontinue training there will be no refund of course fees, material costs, or equipment expenses incurred by the student. Please understand that our course prices are structured around the number of dives, materials, equipment, etc. While we will do our best to make accommodations, supplemental fees may apply for additional time and practice where applicable.

General Policies

-  **Payment does NOT guarantee certification.** We strive to teach the highest quality courses as possible which requires meeting the performance requirements outlined by the host agency and staff. Reasonable considerations will be made to accommodate learning difficulties however failure to meet these will not result in certification. Your payment is for the training, not the certification.
-  **NO Refunds will be issued.** Once our time has been given during training that is something we cannot get back. Unless there is documented emergency or extraordinary circumstance, we reserve the right to issue a refund. We want nothing less for you to have an enjoyable and educational experience. If you are unsatisfied with a course, please notify your instructor to coordinate a mutually satisfying arrangement to remedy any shortcomings that may have occurred during your course. But **no refunds** will be issued.
-  **Payment required to confirm course and due in full by the start of training.** Students will place a minimum deposit, set by the instructor or pay in advance, to confirm class reservation. Training and classes must be paid for in full before the first pool session during which all swim tests will be administered. This is applicable to all Balanced Divers courses unless other arrangements have been made with the instructor prior to the start of training.
-  **Failure to come prepared.** If the student arrives at class but has failed to complete and turn in assigned work, or if the student fails to arrive on time, it may be necessary to make up the work and continue the class later. Should this prove to be the case you, (the student) will be responsible for any additional costs and/ or inconvenience this situation would incur. In scheduling and determining these costs, Balanced Divers agrees to consider unforeseen events, such as family emergencies, employment issues, etc. that may lead to the situation.

-  **Cancellation and rescheduling policy** – A rescheduling fee may be applicable for inconveniences and expenses incurred by the staff during the logistical preparations of our training. This may include travel, boat reservations, classroom spaces, pool time, equipment rentals, materials and perishable food. If these expenses have been made and cannot be refunded, the student is responsible for covering all of these in full. We reserve the right to reschedule your program at the next possible time, with no penalty, if adequate notice has been given. A minimum rescheduling fee of \$50 (in addition to logistical fees) may apply for events with less than 48 hours' notice. We agree to give consideration for documented emergencies or events barring logistical expenses. Due to the dynamic nature of the environment and ocean conditions, we reserve the right to modify, cancel and/or reschedule programs without notice. Reasonable accommodations will be made to reschedule with students as effectively as possible if this were to happen.

-  **Zero tolerance for abuse.** Use of "recreational" drugs, including abuse of prescription drugs, possession of illegal substances or contraband, drunkenness, violent behavior of any kind, bullying, any ethnically or sexually abusive action towards other students or staff will result in you being removed from the class and reported to the appropriate authorities, and you will forfeit ALL course fees.

-  **Refraining from smoking and drinking.** If you smoke please refrain from smoking during classes, on charters or after diving during de-briefing sessions. There are no objections having a drink after a day's diving or class. But be aware once drinking starts, the diving stops.

Diving Policies

-  **No student cameras allowed during training dives.** To get the most as you can from your training, all of your attention will be directed to the dive's objectives with as few as distractions as possible; unless specifically granted permission by your instructor. Please note this our instructional staff will often bring cameras to record diving performance as an educational tool for later debriefings. If you are uncomfortable with the sharing of pictures or videos that you may be included in for use on our website or social media, please notify us before instruction begins.

-  **S-Drills before the start of every dive.** All divers will perform a modified S-drill led by the instructor/Divemaster. The purpose of this is to verify the accessibility of the donate-able second stage regulator as well as reinforce muscle memory of air sharing procedures.

-  **Bubble check before the start of every dive.** Before descending in the water column, all divers will visually check the front and back sides of the other team members. The value of doing this is to check for any leaks and prevent potential problems during the dive.

-  **Flying and altitude after diving.** For single shallow dives, 12 hours minimum surface interval is strongly recommended before flying. For repetitive dives, 18 hours is the recommended minimum. For dives requiring decompression, a surface interval of at least 24 hours is strongly advised. If diving on Hawai'i Island, "Saddle Road" is to be treated as flying due to the high elevation. Adequate surface interval is to be given before driving at altitude such as passing through Waimea.

-  **Minors during training dives.** Students under the age of 18 MUST have a parent, legal guardian, adult family member, or family representative present for all classroom and pool sessions as well as Open Water Dives.

 **Diving is not for everyone.** If we feel that training you in the use of scuba would pose a risk to you or others we may elect to stop training at any time. This is solely at the discretion of the instructor. Should this occur, course fees will be refunded at a rate to be determined by the time invested and amount of work completed. Costs for course materials and personal gear will not be refunded.

Statement of Understanding

You do not have an obligation to sign this agreement if you do not understand or accept these policies. These are however the policies adhered to for courses and expectations of the Balanced Divers staff. By signing below, you are testifying that you have read this agreement fully, have had any questions clarified by the Balanced Divers staff, and that you understand and accept these policies. Furthermore, by signing below you also consent to Balanced Divers using photos and videos from your training for use on our website and social media.

Student Signature _____ Date _____

Signature of Parent or Legal Guardian if under 18 _____ Date _____