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Professional Member Agreement

Global Underwater Explorers, henceforth referred to as “GUE”, was founded to redefine the nature of aquatic education. Its efforts focus on promoting excellence in education, conservation, and exploration. GUE Professional Members are expected to abide by GUE standards and promote GUE’s best interests by always acting in a manner consistent with its mission. The term “GUE Professional Member” shall refer to any GUE dive professional, including but not limited to GUE Dive Leader, Professional Member Candidate (Intern), Assistant Instructor, Instructor, Instructor Trainer, and Instructor Examiner. Any reference to “student” or “diver” in GUE’s *General Training Standards, Policies, and Procedures*, and/or this Agreement, references a diver in GUE training and/or being supervised by a GUE dive professional. In case of a conflict in definition, these terms and general definitions supersede all references to GUE dive professionals, students, and divers as set forth in GUE materials.

I, _____, hereby request Professional Member status with GUE. In consideration of being granted GUE Professional Member status, I hereby agree to the following:

(Initial each paragraph)

1. ____ I am entering this contractual Agreement voluntarily and with the understanding that my Professional Membership in GUE—including my certifications and teaching privileges—can be revoked at GUE’s sole discretion at any time. At that time, all GUE materials and credentials must be returned to GUE.
2. ____ I agree that my status as a GUE Professional Member is entirely contingent upon my reading, understanding, and complying with GUE’s General Training Standards, Policies, and Procedures, as well as this Agreement. I understand that a violation of GUE’s General Training Standards, Policies, and Procedures, and/or this Agreement, may result in my membership, certifications, and teaching privileges being revoked. I understand that my Professional Membership in GUE is based upon standards that are unique to GUE and that assessing compliance with GUE standards is based upon subjective evaluation by GUE.
3. ____ I agree to always act professionally when interacting with others, including industry, non-industry, and GUE-related individuals. I understand, as a GUE Professional Member, my behavior reflects on the organization even when I am not acting in the capacity of a GUE Professional Member. I agree to always act professionally and in the best interests of GUE and my students/supervised divers. I understand that I should not expose my students/supervised divers (either by omission or commission) to any risk, inherent or otherwise, to which they have not consented.
4. ____ I agree to conduct GUE courses and diving activities (including, but not limited to, administrative components, physical and/or online classroom instruction, field instruction, and in-water instruction) in compliance with all relevant GUE General Training Standards, Policies, and Procedures. I understand my failure to comply may result in disciplinary or remedial action.
5. ____ I agree GUE standards and procedures, performance requirements, presentation notes, student materials and aids, and/or other materials developed by, on behalf of, or for use in GUE courses are proprietary and shall not be modified, reproduced, or disseminated in any form without the express written permission of GUE. These materials form the basis of the GUE educational model and must be used in applicable GUE courses. If there is a discrepancy in these materials, GUE training standards and procedures take precedence and GUE should be contacted for interpretation and guidance.

6. ____ I agree the use of GUE standards and procedures, performance requirements, presentation notes, student materials and aids, and/or other materials developed by, on behalf of or for use in GUE courses are required and limited to use solely in applicable GUE courses. Any use other than in applicable GUE courses, including creation of derivative works, without the express written consent of GUE is strictly prohibited, may be an actionable copyright violation and is grounds for professional member expulsion. This limitation/prohibition is to be broadly construed and extends without limitation to the use of materials, etc. created for use in GUE courses or by GUE professionals to any course which is intended or in fact results in certification by any agency or entity other than GUE.
7. ____ I agree it is my responsibility to ensure students who undertake my classes have met all course prerequisites as defined by GUE's General Training Standards, Policies, and Procedures, including but not limited to required certifications, insurance, age requirements, and diving experience. I agree to review student profiles and registration materials prior to accepting their registration and ensure training participation is commensurate with the student's experience. I further agree to communicate with students if I feel uncertain about their level of preparedness.
8. ____ I agree to collect, review, and verify signed GUE Student Profile forms, including but not limited to liability release forms—whether digitally signed via DocuSign, digitally signed via other GUE-approved digital signature system, or physically printed and signed—prior to the onset of each GUE class. I further agree to maintain the signed forms for a period of no less than seven years following the completion of training. I agree to process post-training performance evaluations—including but not limited to student Course Completion Forms and, when applicable, GUE Professional Member evaluation forms—in a timely manner and cooperate with GUE Headquarters when certification or administrative issues arise.
9. ____ I agree to always abide by GUE safety protocols. I will refrain from undertaking, teaching, or promoting “deep air” diving (i.e., diving with an equivalent narcotic depth that exceeds 30 meters or 100 feet) and “solo diving” (i.e., intentionally commencing a dive without a predetermined dive partner), whether these dive activities are sanctioned by other organizations or not.
10. ____ I agree to be medically, physically, and mentally fit to perform all the requirements of a GUE Professional Member at my highest level of certification. I agree to refrain from taking any medications, whether prescribed by a physician or not, which may increase the risks of diving. In the event I have a condition or take a medication that may affect my ability to dive, I agree to disclose such to GUE and I will seek written medical approval from a qualified dive medical professional as to whether I am capable to dive as a GUE Professional Member. I shall submit all written medical approvals qualifying my diving fitness to GUE Headquarters. I agree to moderate my intake of alcohol and to never use alcohol when diving and/or acting in my capacity as a GUE Professional Member. I agree to never use psychotropic or mind-altering drugs—including marijuana or products containing THC—when diving and/or acting in my capacity as a GUE Professional Member. I agree to refrain from using nicotine products—whether smoked or otherwise—when diving and/or acting in my capacity as a GUE Professional Member. I agree to participate in a regular regime of physical exercise and endeavor to remain physically fit at all times. If I am ill or injured in a way that precludes my adherence to this requirement, I agree to forgo diving and/or training activities until such time as I can adhere to the requirement. I understand that lack of physical fitness or being grossly overweight is a condition that increases the likelihood of death and injury to me and those under my supervision. Being grossly overweight is a dangerous condition which may lead to my GUE Professional Membership being revoked.
11. ____ I understand all internal communication (e.g., via direct email contact, the instructors@gue.com mailing list, GUE.com, the GUE Instructors Facebook page, Google—including but not limited to GUE Professional Member shared drives and meetings—or any other media accessible only to GUE Headquarters and GUE Professional Members) is confidential. Any GUE Professional Member who knowingly allows these discussions and information

to become public may be subject to disciplinary action. I understand the aforementioned internal communication is GUE's primary means of communication for GUE Professional Members and that reading—and when applicable, responding to—all messages from GUE staff and training directors is a critical part of my role in GUE and a requirement of my GUE professional membership.

12. ____ I agree to never disparage GUE, GUE Professional Members, GUE Members, or GUE Representatives. I understand it is within my rights and my responsibility to report any and all violations of GUE's General Training Standards, Policies, and Procedures or this Agreement in good faith, confidentially, and in a timely manner to the appropriate GUE Representative. I agree that these comments and any related communication with GUE, its officers, and instructors will be voiced only to other representatives of the organization (i.e., staff, officers, instructors) and remain confidential internal communications.
13. ____ I agree to be fiscally responsible and act professionally when conducting business with GUE, GUE students, and GUE members. I will communicate clearly, timely, and thoroughly with GUE, GUE students, and GUE members.
14. ____ I have read and agree to abide by GUE's official training imagery use policy, as published at www.gue.com/training-imagery-policy.
15. ____ I understand GUE is an inclusive organization and as such agree that discriminatory behavior—including but not limited to discrimination based upon gender, race, religion, or sexual orientation—is inconsistent with its mission and is thus actionable.
16. ____ I explicitly declare that I will review and comply with all applicable regulations, laws, and European Union data protection guidelines related in any way to the performance of this Agreement and my activities as a GUE Professional Member. As a GUE Professional Member who collects personal data (from students and divers), it is my responsibility as the "data processor" and "data co-controller" to make reasonable efforts to protect this data by adhering to applicable regulations, laws, and guidelines set forth in General Data Protection Regulation Article 28.
17. ____ I agree to maintain both personal diving accident insurance and dive professional liability insurance in accordance with the standards defined by GUE's General Training Standards, Policies, and Procedures. My dive professional liability insurance shall have a minimum of \$1 Million USD in liability coverage per incident and shall list GUE as an additional insured. It is my sole responsibility to possess dive professional liability insurance when conducting GUE dive activities and my duty to inform GUE if my insurance status changes at any time during my GUE Professional Membership. Additionally, I shall defend, indemnify, and hold harmless GUE, its Board Members, Directors, Officers, Staff, and Volunteers from any liability from me or a third party arising under or in relation to this Agreement and/or my GUE activities.
18. ____ I understand that instructor certification cards and related credentials issued by GUE Headquarters are the property of GUE and must be surrendered upon request of the Board of Directors or their representatives. I understand and agree this Agreement does not create an agency or employment relationship with GUE. Except as otherwise set forth in this Agreement, GUE does not control, dictate, supervise, or have any involvement in my day-to-day operations and activities, and GUE shall not be held responsible for my individual conduct or business activities. I do not have the authority to act on behalf of, bind, or contract GUE to any third-party obligations.
19. ____ I understand this Agreement is executed and delivered in the state of Florida in the United States and will be construed and enforced in all respects in accordance with the laws of the State of Florida. In the event of any litigation arising at any time with respect to the subject matter hereof, it is agreed that the exclusive jurisdiction and venue of such litigation shall be the State of Florida, Alachua County. In entering this Agreement, I agree to be subject to the jurisdiction of the Courts of Alachua County, Florida. In the event a court of competent jurisdiction finds any part of this Agreement to be unenforceable, then that section shall be stricken and the remainder shall continue to have full legal force.

20. ____ I understand and agree that, by executing this Agreement, I am (a) RELEASING FROM LIABILITY and (b) WAIVING MY RIGHT TO SUE GUE, its Board Members, Officers, Directors, Staff, and/or Volunteers for ANY CLAIM OR CAUSE OF ACTION I may have now or that I may have in the future arising from or in relation to this Agreement or my association with GUE in any way.
21. ____ I understand this Agreement releases certain rights that I would otherwise have. I voluntarily enter into this Agreement. I am fully aware of the conditions set forth in this Agreement and I hereby agree to be professionally, personally, and legally bound by its terms and conditions. I have read and understood this Agreement in its entirety. I attest that if English is not my primary language or if I do not read and understand English clearly, I have had this Agreement professionally translated into a language I can read and understand clearly. I have been afforded ample opportunity to review this Agreement in full and address any questions I have with competent legal counsel of my choice prior to executing it.

Signature: _____

Date: _____

GUE Professional Member Number (if applicable): _____