

## DDI Membership Agreement

**PLEASE READ CAREFULLY – Sign statement on application.**

This agreement is made between Disabled Divers International Foundation. and Disabled Divers International Inc. (hereinafter referenced to collectively as DDI) and \_\_\_\_\_ (hereinafter referenced to as “Member”).

DDI membership is offered by DDI to organizations conducting dive operations. Membership provides an array of services and offerings available to the Member, including depending on the members current classification, the ability to offer and advertise DDI education courses and programs provided by DDI.

DDI membership and continued renewal is partially based upon the reading of and signing of this agreement by the individual applying for membership. DDI will consider membership and continued renewals subject to the following terms and conditions:

1. I understand and agree that all DDI Members (individuals and organizations, hereinafter referenced to collectively as DDI Members) involved in training of students are responsible for adherence to DDI standards and Procedures, during conduct of that training. DDI members are obliged to report any failure to adhere to DDI standards immediately to the DDI Training and Quality Management Department. The DDI Training and Quality Management Department will communicate with all involved members upon receipt of reports or any other information indicating possible violations of Standards and Procedures.
2. I understand and agree that financial irresponsibility in dealings with DDI or its corporate affiliates or associated companies is grounds for membership suspension or termination.
3. I will not discredit DDI or its affiliates, nor cause any action that will create a liability to DDI. DDI will have the sole right to determine whether any of Member’s actions violate the intentions of this paragraph.
4. I understand and agree to allow DDI to collect information about me from other training organizations. I also understand and agree that DDI may notify other diving certification agencies of the existence of any active or unresolved Quality Assurance inquiry concerning activities as a DDI member.
5. Member agrees to provide DDI with true and correct student/participant contact information including the student’s proper mailing address, when I submit certification authorization or participant registration for any DDI related program to DDI. I understand and agree such information regarding DDI related program shall be the property of both DDI and the submitting member.
6. I understand and agree that all services, offerings and license grants are only valid while I am a current member of DDI, and all use of aforementioned must cease immediately upon suspension or termination of DDI membership.
7. I understand and agree that the terms and conditions of this agreement are effective and binding from the signing of this agreement and subsequent years of my membership within DDI. Should DDI modify this agreement, I will be notified in writing of the changes prior to next renewal.
8. I understand and agree that this Agreement does not create an agency relationship between DDI and the DDI member. Except as otherwise provided in this membership agreement, DDI has no control over or involvement with my day to day operations and activities and bears no responsibility for the same
9. I understand and agree that DDI membership is granted at the sole discretion of DDI, based upon its unilateral determination of several criteria including but not limited to whether acceptance and continuation of any membership is in the best interest of DDI. Satisfaction of minimum requirements does not guarantee membership. DDI membership at any level may be revoked by DDI at its sole discretion at any time.

**PLEASE SIGN AND DATE FOR ACCEPTANCE OF AGREEMENT BY MEMBER**

\_\_\_\_\_  
Full Name (please print)

\_\_\_\_\_  
Signature and date

## License Agreement for DDI members

Disabled Divers International Inc. has the right and authority to use and sublicense various marks owned by Disabled Divers International Ltd. (hereinafter referred to collectively as DDI), the use of whose marks are provided to renewed DDI members. The DDI marks include but are not limited to, the Work Mark Disabled Divers International, the Word Mark DDI, certain logotypes used in the DDI logo, as well as other marks. For the purposes of this agreement, these various marks shall be referred to collectively as the Marks.

DDI relies upon the foregoing Marks to indicate the source of origin of its and its related services, certifications, support programs and products, so that the public will be protected and so DDI individual members, Dive Club and Dive Center DDI members, students and others associated with DDI will receive the highest quality services and products pertaining to its business. To provide DDI members with the ability to advertise, promote and indicate the source of origin of the DDI services, certifications, support programs and products they provide, DDI members are hereby granted a license to use the foregoing Marks on promotional materials only, specifically printed, film or video formats, or any interactive digital or broadcast media, television commercials or methods, signs, handbills, advertising, software including, but not limited to, internet or world wide web sites, with such uses governed by the most current guidelines, as may be published by DDI from time to time; none of which shall include use on any item or product intended for resale. Dive Center DDI members may place the Marks on facility staff clothing such shirts may not be resold or given as promotional gifts to anyone not directly working in the facility.

The license shall not extend to the provision of other printed materials, such as manuals, books, instructions, clothing (except as noted above) or products or any other materials whether or not they are manufactured, sold, distributed or licensed to others by DDI.

None of the DDI company names, trade names or Marks may be used in internet domain names or e-mail addresses.

The foregoing license for advertising and promotional use shall in all respects follow the exact format, character, general appearance, type style, background and proportions of the Marks originating from DDI. In no case shall the Marks be combined with other marks, symbols, language or be in a format and appearance other than that actually used by DDI. The full trademark must be used; truncated or partial use of a Mark is not authorized. This license shall be personal to the individual member or organization member and shall be nontransferable, non-divisible and not capable of being sublicensed in any manner through any party. None of the DDI company names, trade names or Marks may be incorporated into any other trademark or trade name.

Notwithstanding the foregoing DDI shall have the sole right to disapprove of any promotional materials prepared and shall be the sole judge of the criteria of whether it meets the standard of this license agreement. To this end any suggestions or requests by authorized members of the DDI staff as to the usage of the Marks shall be complied with as soon as possible to avoid mistakes, deceptions, dilution or other problems that would be detrimental to the foregoing Marks.

Regardless of the foregoing license, DDI shall have the right to institute and bring any suit or any other action necessary to protect the Marks as to any person, firm or corporation now or prospectively using the Marks or any similar marks, derivations, analogs, trade names or designs.

This license shall extend for the term of membership and shall be terminated forthwith upon termination of the member's membership with DDI.