

PSUBS Membership Agreement

This is an important legal agreement. Your acceptance of this agreement is required as a condition for membership in PSUBS and participating in member based activities and events. Read it carefully and make sure you fully understand that you are agreeing to give up certain legal rights pertaining to your membership in PSUBS.

1. Safety Agreement.

As a member of PSUBS, I agree to practice and promote safety related to the discussion, design, fabrication, and operation of submersibles regardless of my specific capacity or duty, and whether I am a direct participant or observer.

2. Acceptance of PSUBS Standards.

I agree to abide by all standards and guidelines adopted by PSUBS related to the design, fabrication, and operation of personal submersibles. I agree that in the event of a conflict between a PSUBS standard or guideline, and a similar one by any other entity, the standard or guideline that provides the higher margin of safety shall take precedence.

3. Acceptance of Industry Standards.

I understand certification by an industry-recognized authority is usually beyond the financial capability for most homebuilders of submersibles and is not required by PSUBS. However, I acknowledge the importance of industry standards such as those promoted by ABS, ASME, Lloyds of London, Nippon Kaiji Kyokai, and other similar classification societies and agree that such standards should be incorporated into the design, fabrication, and operation of personal submersibles regardless of whether the owner will seek certification.

4. Acceptance of Government Restrictions.

I agree to abide by all government laws and regulations that may apply to me in the jurisdiction that I am currently designing, fabricating, or operating a personal submersible. I agree that I will not knowingly design, fabricate, or operate any submersible for purposes of illegal activity, or knowingly help another to do so.

5. Use of Resources.

By participating in any of our services, you are agreeing to comply with all current and future rules and policies associated with your PSUBS membership.

- a. I understand that PSUBS.ORG is owned and operated by PSUBS LLC, PO Box 53, Weare NH 03281, U.S.A.
- b. I understand that all resources and services from PSUBS LLC are provided "as-is", and that no warranty of any kind, express or implied, is provided for any service or resource, including but not limited to availability, accuracy and reliability of content, and fitness for intended purpose.
- c. I understand my membership fee is non-refundable. Additionally, I understand my membership fee will not be pro-rated due to unavailability of any service, denial of any service, revocation of membership, or any other reason.
- d. I understand the purpose of PSUBS.ORG is for the sharing of information related to personal submersibles (1ATM or Ambient), Remotely Operated Vehicles (ROV), and Autonomous Underwater Vehicles (AUV).
- e. I agree to use resources provided through PSUBS.ORG only for their intended purpose.
- f. I agree that I give up my right to any copyright, patent, or other similar proprietary entitlement for any content I contribute to PSUBS.ORG or PSUBS LLC, and that any content I contribute shall be public domain and not subject to any copyright or patent law whatsoever, regardless of jurisdiction.
- g. I understand that by contributing content to PSUBS.ORG or PSUBS LLC, I have granted PSUBS LLC unrestricted use and rights of that content regardless of my

membership status. Furthermore, I understand any content I contribute will be posted in one or more archives and made available for viewing and download by any person in the world, whether they are a member or nonmember of PSUBS.

- h. I agree that when utilizing any PSUBS resource I will ensure I can always be identified through my registration information and will not provide content under an alias or attempt to hide my identity.

6. Loss of Resources and Membership.

- a. I understand that if I am directly or indirectly responsible for any event that causes, or has the potential to cause a denial of service (spam, phishing, port scanning, software attacks, etc) of any equipment or resource, or service, owned or provided by PSUBS LLC, my membership will be immediately and permanently revoked without warning.
- b. I accept the declaration by PSUBS LLC that it complies with the US Federal Can-Spam act of 2003 and does not produce spam or knowingly produce any other disruptive service from its servers.
- c. I understand that if I have joined a PSUBS email based discussion group and my ISP or email service provider refuses to accept email messages from PSUBS.ORG for any reason, my email address may be removed from any email based discussion group without warning and it is my responsibility to resolve the problem with my service providers. Once the issue is resolved, I understand it is my responsibility to rejoin any discussion group that I want to continue receiving correspondence from.
- d. Except for the exemptions enumerated below in this sub-section, I understand that I cannot use any resource or service through PSUBS.ORG for solicitation, distribution of spam, or other similar purpose. I understand that by doing so, I risk losing access to one or more PSUBS.ORG resources or services, or having my membership revoked. The following exemptions are allowed under this section if they apply to business, services, or resources which fit within the stated purpose of PSUBS.ORG in Paragraph 5d of this document:
 - 1. Notifying other members about potential suppliers, services and/or resources.
 - 2. Recommending or offering an opinion regarding a supplier and/or resource.
 - 3. Individual members who offer personal items for sale.
 - 4. Discussion threads about, or involving, suppliers or services.
 - 5. A business or service introducing itself to members for the first time.
 - 6. A business or service responding to questions or statements by other members and responding with statements about products or services it offers which are pertinent to the immediate discussion.
- e. I understand and agree PSUBS LLC officers, or their assigns, shall be the final arbiter of what constitutes solicitation, spam, or other disruptive behavior.

7. Discussion Groups and Forums.

Electronic discussion groups and forums through PSUBS.ORG are the primary means of communication between members and are intended for sharing of information, and should be an educational and enjoyable experience for all members.

- a. I understand that content contributed to any discussion group, online forum, or any other PSUBS.ORG online resource represents the statements, opinions, and views of the person posting the message or material, and are not an endorsement by PSUBS LLC.
- b. I understand that I am responsible for verifying the integrity, accuracy, and safety of any content that appears on, or is sent through, PSUBS.ORG or any other resource owned by PSUBS LLC.

- c. When participating in discussion groups and/or forums through PSUBS.ORG, I agree to limit my interaction with other members to topics related to submarines, ROV's and AUV's. I understand that if I stray from these topics my access to these discussions may be restricted, or I may be removed from the discussion group and/or forum completely.
- d. I understand that Paragraph 6 or this document applies to discussion groups and forums.
- e. I understand that discussion groups and forums for members are moderated by PSUBS LLC officers or their assigns, and that I may be removed from any discussion group or forum if my behavior, my posting methods, and/or the content of my postings is found to be abusive, offensive, or disruptive to other members.
- f. I understand and agree PSUBS LLC officers, or their assigns, shall be the final arbiter of whether myself or any other member is removed from any discussion group or forum, and for what length of time.

8. Release from Liability.

To the extent permitted by law, I hereby agree, now and forever, to exempt and release the following persons and organizations from any and all liability, known or unknown, whether now existing or arising in the future, whether caused by their negligence or otherwise, of whatsoever nature or kind, arising from or in connection with, preparation or training for, or otherwise incidental or related to my membership in PSUBS, its events and/or activities:

- a. PSUBS LLC, its officers, directors, employees, shareholders, or other representatives.
- b. All suppliers or consultants to PSUBS LLC.
- c. All other members and/or participants of Personal Submersibles Organization, PSUBS, PSUBS.ORG, and PSUBS LLC whether through Internet resources, events, activities, or any other venue.

9. Indemnity Against Claims.

I agree to indemnify, save and hold harmless the organizations and/or persons described in Paragraph 8 above from any and all losses, claims, actions or proceeding of every kind and character, including attorneys fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from myself or my heirs, executors, administrators, representatives or anyone else claiming through the breach of this Agreement, my membership in PSUBS, or my participation in PSUBS events and/or activities, whether resulting from the negligence and/or other fault, either active or passive, of any of the organizations and/or persons described in paragraph 8 above, or from any other cause.

10. Validity of Waiver.

I understand that if I institute or anyone on my behalf institutes any suit or action of law or any claim for damages or cause for damages or cause of action against any of the organizations and or persons described in Paragraph 8 above because of injury to my person or property, or my death, due to information or other content available through PSUBS.ORG or at PSUBS LLC events and/or activities, this agreement can and will be used in court and that such agreements have been upheld in courts in similar circumstances.

11. Waiver of Jury Trial/Applicable Law Venue.

I agree that the laws of the State of New Hampshire shall apply to issues involving construction, interpretation, and validity of this agreement, and that New Hampshire law shall govern any dispute between the parties arising from the activities covered by this agreement. In the event this agreement is violated and suit is brought against any of the

organizations and/or persons described in Paragraph 8 above, I waive my right to a jury trial and agree that New Hampshire shall be the sole venue for any suit or action arising from the activities covered by this agreement. I agree that the headings and subheading used throughout this agreement are for convenience only and have no significance in the interpretation of the body of this agreement.

12. Severability/Multiple Waivers.

I agree that should one or more provisions in this agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other agreement containing provisions relating to the exemption and or release from liability and or covenant not to sue in connection with the activities covered by this agreement, I agree that the agreement which provides the most protection from liability and or suit to the organizations and/or persons described in Paragraph 8 above, shall be enforceable against me by those organizations and/or persons.

13. Continuation of Obligations:

I agree and acknowledge that the terms and conditions of this agreement shall continue in force and effect now and in the future at all times during which and after I am a member of PSUBS and/or participate in the activities covered by this agreement and shall be binding upon my heirs, executors, administrators, representatives or anyone else claiming on my behalf. Except as otherwise provided herein, this agreement supercedes and replaces any prior understanding or agreement I have signed or otherwise made with respect to the subject matter hereof.