

	OFFICE OF MARINE AND AVIATION OPERATIONS	POLICY 0310	REV NUM 1.0
		EFFECTIVE DATE 6/8/2010	
	AUTHORIZED BY:  RADM Jonathan W. Bailey, NOAA Director, Office of Marine and Aviation Operations	REVIEW DATE 6/8/2013	
		RESPONSIBLE POSITION NOAA Diving Program Manager	

OFF-DUTY USE OF NOAA ISSUED DIVING EQUIPMENT

1. PURPOSE

- 1.1 This policy specifies the requirements for and administrative management of the use of the National Oceanic and Atmospheric Administration (NOAA)-issued diving equipment by NOAA divers for off-duty proficiency dives within the NOAA Diving Program (NDP).

2. SCOPE

- 2.1 This policy applies to all NOAA divers.

3. POLICY

3.1 General

- 3.1.1 Diving is an essential activity allowing NOAA to complete its mission to understand and predict changes in the Earth's environment, and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs. In order to maximize the safe conduct of diving operations, NOAA divers are required to regularly train to maintain a high level of proficiency through the performance of diving activities on a routine basis.
- 3.1.2 In recognition of the important benefits of regular dive training with a uniform set of diving equipment, NOAA divers may use NOAA-issued diving equipment on off-duty dives for the purpose of maintaining diving proficiency. Such training helps maintain familiarity with the controls and function of the equipment, develop muscle memory needed to react automatically during emergencies, and promote physical fitness.

3.2 Minimum Requirements

- 3.2.1 NOAA divers shall be currently authorized to dive by the NDP in order to use the Standardized Equipment Program (SEP) gear off-duty. Divers whose diving proficiency has lapsed may participate in the off-duty program for the purpose of obtaining reauthorization, with Unit Diving Supervisor (UDS) approval.
- 3.2.2 Prior to using NOAA-issued diving equipment on off-duty dives, each diver must sign and comply with the NOAA Diver Agreement for the Use of SEP Gear Off-Duty (Attachment A) and the SEP Off-Duty Liability Release (Attachment B). User Agreements and Liability Waivers are valid until December 31 of the year in which they are signed. Copies of these documents, with original signatures, will be maintained at the Diving Unit by the UDS.
- 3.2.3 Divers using SEP equipment on off-duty dives must complete two of the following skills during each dive:
- A. Ditch and don (Buoyancy Compensation Device (BCD))
 - B. Weight belt removal/replacement

- C. Disconnect/reconnect inflators (BCD/Dry suit)
- D. Dry suit roll outs and venting
- E. Buddy breathing
- F. Air sharing
- G. Deploy and use Reserve Air Supply System
- H. Recover unconscious diver from water
- I. Mask removal, replace, and clear
- J. Maintain neutral buoyancy for 2 minutes
- K. Control descent/ascent rate
- L. Under Water (U/W) communication (hand signals)
- M. U/W navigation and orientation
- N. Regulator recovery

3.2.4 Completion of requirements in Section 3.2.3 above shall be noted on the SEP Off-Duty Proficiency Dive Skills Checklist (Attachment C) and verified (in writing) by the diver's buddy following any off-duty dive with SEP gear. A copy of the signed checklist will be forwarded to the UDS and kept on file at the unit for a minimum of 30-days or forwarded electronically to: ndp.diveplans@noaa.gov.

3.2.5 All off-duty dives using SEP equipment shall be logged as "Training/Proficiency" and "Non-Duty" using the NDP online dive logging system available at: www.ndc.noaa.gov.

3.3 Eligibility

3.3.1 Only those NOAA divers in active status with the NDP and possessing SEP-equipment are eligible to participate in the SEP off-duty diving program.

3.3.2 Only NOAA employees are eligible to participate in the SEP.

3.4 Authority for Accepting Divers into the SEP Off-Duty Diving Program

3.4.1 Authority for accepting divers into the SEP off-duty diving program rests with the UDS.

3.4.1 The NOAA Diving Program Manager (DPM), Line/Staff Office Diving Officers (LODO/ODO), or UDS may revoke approval for participation in this program for cause, at any time.

3.5 Limitations

3.5.1 Maximum depth and tasks authorized may be limited by the DPM, LODO/ODO, or UDS based on review of the divers' resumes and dive logs.

4. RESPONSIBILITIES

4.1 NOAA Unit Diving Supervisor

4.1.1 Reviews SEP NOAA Diver Agreement for the Use of SEP Gear Off-Duty and the SEP Off-Duty Liability Release for compliance with minimum requirements.

4.1.2 Maintains records of NOAA Diver Agreement for the Use of SEP Gear Off-Duty and the SEP Off-Duty Liability Release for the duration of their validity and ensures SEP Off-Duty Proficiency Dive Skills Checklists are maintained for 30 days post-dive or forwarded electronically to: ndp.diveplans@noaa.gov.

4.1.3 Monitors adherence to standards outlined in the NOAA Diver Agreement for the Use of SEP Gear Off-Duty and suspends SEP off-duty use if violations are detected.

4.2 NOAA Line/Staff Office Diving Officer

- 4.2.1 Reviews and grants approval for SEP off-duty equipment use for divers whose proficiency has lapsed by more than 6 months.
- 4.2.2 Monitors adherence to standards outlined in the NOAA Diver Agreement for the Use of SEP Gear Off-Duty and suspends SEP off-duty use if violations are detected.

4.3 NOAA Diving Program Manager

- 4.3.1 Monitors adherence to standards outlined in the NOAA Diver Agreement for the Use of SEP Gear Off-Duty and suspends SEP off-duty use if violations are detected.

5. DEFINITIONS

NOAA Divers	Individuals certified by the DPM to dive and perform work in a hyperbaric environment in support of NOAA's mission. These include NOAA employees (federal full-time and contract employees), reciprocity, and volunteer divers.
NOAA Unit Diving Supervisors	NOAA divers appointed by a NOAA Line/Staff Office (LO/SO) Diving Officer and approved by the NOAA Diving Control and Safety Board (NDCSB) to oversee, direct, and approve diving activities conducted within their respective LO/SO unit and to administer to the needs of assigned divers.
NOAA Line/Staff Diving Officers	Individuals appointed to oversee and direct diving activities within specific LO/SO and to serve on the NDCSB.
NOAA Diving Control and Safety Board	An appointed board of representatives from LO/SO who report jointly to the Director, Office of Marine and Aviation Operations, and NOAA Chief Administrative Officer and have autonomous and absolute authority over and promote the safe and effective operations of the NDP.
NOAA Diving Program Manager	Individual responsible for managing the day-to-day affairs of the NDP and serving as the ranking NOAA diving official for matters relating to the interpretation and application of the NOAA diving regulations, policies, and procedures.
NOAA Standardized Equipment Program	The formalized system used by the NDP for the maintenance and distribution of diver-worn equipment issued to NOAA divers.
Proficiency Dives	Dives performed solely for the purpose of maintaining previously acquired diving skills.

7. REFERENCES

- NOAA Scientific Diving Standards and Safety Manual
http://www.ndc.noaa.gov/pdfs/NOAA_Scientific_Dive_Manual.pdf
- NOAA Working Diving Standards and Safety Manual (In press)
- NOAA Diver Agreement for the Use of SEP Gear Off-Duty (In press)

Assumption of Risk and Release of Liability for NOAA Employees to use NOAA Dive Gear for Personal, Recreational, Off-Duty Diving (Referred to as SEP Off-Duty Liability Release above.)

SEP Off-Duty Proficiency Dive Skills Checklist (In press)

8. AUTHORITY

OMAO Policy 0301, Category 0300 – Diving

9. NOTES

Effect on other documents: None

Distribution: All NOAA Divers and their Supervisors

**NOAA DIVER AGREEMENT
FOR
USE OF NOAA ISSUED DIVING EQUIPMENT OFF-DUTY**

The NOAA Diving Control and Safety Board (NDCSB) recognizes the safety benefits of NOAA Divers maintaining a high level of proficiency by diving as often as possible. Using Standardized Equipment Program (SEP) gear during dives, either on-duty or off-duty, further increases the safety margin by increasing familiarity with the gear and insuring the use of high-quality, well-maintained gear. Therefore, the use of SEP gear for off-duty dives is permitted provided the users agree to abide by the following stipulations:

- I agree to limit my maximum dive depth to 130 feet;
- I agree to use the NOAA RASS on dives >100 fsw, in overhead environments or if visibility precludes easy reading of the pressure gauge;
- I agree to keep my bottom times within the NOAA no-decompression limits;
- I agree to always dive with a buddy (i.e., no solo diving) that is certified by a nationally recognized training agency and outfitted with a secondary air delivery system (e.g., octopus regulator);
- I agree to always surface with at least 500 psi in my scuba cylinder;
- I agree to always have access to an emergency oxygen kit within 30 minutes of the dive site;
- I agree to submit an electronic dive plan to ndp.diveplans@noaa.org, if possible. This dive plan does not require the Unit Diving Supervisor (UDS) approval;
- I agree to use my SEP gear for non-commercial purposes only; and
- I agree to officially log all dives performed off-duty when using SEP gear at: <http://205.156.36.127/login.cfm>.
- I understand that my use of SEP gear during off-duty hours may be revoked for violation of any of the above requirements.

Diver Name _____

Signature _____

Date _____

UDS Name _____

Signature _____

Date _____

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY FOR NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION (NOAA) EMPLOYEES TO USE NOAA DIVE GEAR FOR
PERSONAL, RECREATIONAL, OFF-DUTY HOURS DIVING
(HEREINAFTER "RELEASE")**

In consideration of NOAA permitting my use of NOAA owned and maintained dive equipment for non-work related dive activities (e.g., personal, recreational, proficiency, educational, weekend, vacation use), I, for myself and on behalf of all my personal representatives, heirs, and next of kin, do execute and certify the following:

I, _____, hereby declare that I am an employee of NOAA, that I am a certified diver and trained in safe diving practices, and that I am fully informed of, aware of, and thoroughly understand the inherent hazards and risks associated with snorkeling, skin, scuba, nitrox, and compressed air diving (hereinafter collectively referred to as scuba diving, or diving). I understand that these risks can lead to severe injury and even loss of life, as well as property damage and liability to others. I understand hazards include, but are not limited to, decompression sickness, embolism, barotraumas or other hyperbaric/air expansion injury that may require treatment in a recompression chamber, drowning, equipment failure, and other perils of the sea. I understand and agree that scuba diving is dangerous whether engaged in depths above or below the recommended 130 foot limitation for sport/recreational diving activities. I further acknowledge and agree that injuries received may be compounded or increased by negligent rescue operations or procedures.

By signing this release, I certify that I am making full and honest representations of my skills and dive certifications, and that I am fully aware of and expressly assume all risks involved in making dives, whether conducted recreationally, for proficiency, or as part of any organized dive endeavor (class, excursion, trip).

By signing this release, I further certify that I am responsible for my own actions and use of scuba dive gear, including that owned and maintained by NOAA and being used by me off-duty, and that I am financially responsible for expenses, including medical expenses, that may arise from my off-duty use of NOAA dive gear.

By signing this release, I acknowledge that past or present medical conditions may disqualify me for scuba diving. I declare that I am in good mental and physical fitness for scuba diving, that I am not and will not be under the influence of alcohol, nor am I nor will I be under the influence of any drugs that are contraindicated for scuba diving. If I am taking medication, I declare that I have seen a physician and have approval to scuba dive while under the influence of medications or drugs I am taking.

By signing this Release, I acknowledge that scuba diving is a physically strenuous activity and that I will be exerting myself during this activity, and that if I die or am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries or death, and neither myself nor my representatives, heirs, agents or assigns will hold NOAA or the U.S. Government responsible for the same.

By signing this Release, I agree that I will inspect all equipment and air supply prior to use, and will notify NOAA if any equipment is not working properly, or if I have any problems with air supply or the equipment. I will not hold NOAA responsible for my failure to inspect equipment or air supply prior to diving, or for my use of such faulty equipment regardless of any inspection.

By signing this Release, I agree to adhere to NOAA policies and procedures regarding proper use, storage, cleaning, maintenance, operation, configuration, and all other instruction related to use of NOAA dive equipment and gear, consistent with the written instructions NOAA has provided, and which is incorporated by reference herein.

By signing this release, I agree to replace, repair, or otherwise compensate NOAA for any loss, damage, or destruction of NOAA dive gear in my possession and use under this release. By signing this Release, I hereby assume full responsibility for any and assume all risk of bodily injury, wrongful death, property loss or damage, and liability to myself or any third party, now and forever, arising out of my use of any NOAA diving gear or during diving related activities using NOAA dive gear, whether foreseen or unforeseen, and whether caused by the negligence of myself, third parties, or NOAA.

By signing this Release, I hereby release, waive, discharge, and give up any and all claims against NOAA and the U.S. Government, and all its employees, agents, and representatives for any and all liability, claims, and demands by me or made by my personal representative, heirs, agents, assigns, and next of kin, for any and all loss or damage, and any claim or demands therefore on account of injury, death, or loss arising out of or related to my use of NOAA dive equipment during non-duty hours.

By signing this Release, I understand and agree that this Release means that if I am injured or die in a scuba diving related incident, I am giving up my rights and/or the rights of my heirs, representatives, executors, or successors to sue NOAA or the U.S. Government, or any of its representatives, employees, or agents for any damages or for any form of compensation.

By signing this Release, I further agree separately to indemnify, save, and hold harmless NOAA and the U.S. Government from any loss, liability, damage, or cost that they may incur, now and forever, arising out of or related to my use of NOAA dive gear off-duty, whether caused by the negligence of NOAA or the U.S. Government, or by me.

By signing this Release, I certify that I am trained in scuba diving and safe dive practices by NOAA, and that my certification and qualifications are up to date.

By signing this Release I also represent that I have authority to do so and that my heirs, assigns, representatives, or beneficiaries will be stopped from claiming otherwise.

By signing this Release, I affirm that I am not relying on any oral or written representation or statements made by NOAA or the U.S. Government, other than what is set forth in this document. I further agree this document shall be interpreted in accordance with the laws of the United States.

By signing this Release, I agree that if any provision of this Release is found to be unenforceable or invalid, that provision shall be severed from this release. The remainder of the Release will then be construed as though the unenforceable provision had never been contained in this release. All other provisions shall survive.

ACCORDINGLY, WITH FULL UNDERSTANDING, BEING OF RIGHT MIND AND DULY TRAINED, I, _____, BY THIS INSTRUMENT, EXEMPT AND RELEASE NOAA AND THE U.S. GOVERNMENT, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND ASSIGNS FROM ALL LIABILITY AND

RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO EQUIPMENT FAILURE AND NEGLIGENCE, WHETHER PASSIVE OR ACTIVE. I ACKNOWLEDGE THAT I HAVE READ AND INITIALED THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO MY USE OF NOAA DIVE EQUIPMENT, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AM AN EMPLOYEE OF NOAA, AND I AM OLDER THAN 18.

I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM NOAA OR THE U.S. GOVERNMENT FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY MY USE OF NOAA GEAR AND EQUIPMENT DURING OFF DUTY HOURS, WHETHER PASSIVE OR ACTIVE. I UNDERSTAND THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL RIGHTS.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT AND INITIALIZING IT. I ALSO UNDERSTAND I SIGN IT ON BEHALF OF MYSELF, MY HEIRS, MY REPRESENTATIVES, NEXT OF KIN, AND ASSIGNS. ACCORDINGLY, I AM BOUND BY THIS RELEASE AND ANYONE WHO SUCCEEDS TO MY RIGHTS AND RESPONSIBILITIES SUCH AS MY HEIRS OR THE EXECUTOR OF MY ESTATE IS ALSO BOUND.

I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

PRINT NAME:

SIGN NAME:

DATE:

NOAA LINE OFFICE/PROGRAM OFFICE: _____

PHONE: _____

EMERGENCY CONTACT PHONE: _____

NOAA PERSONNEL RELEASING EQUIPMENT: I HAVE REVIEWED THIS DOCUMENT AND CONFIRM IT HAS BEEN PROPERLY COMPLETED.

PRINT NAME:

SIGN NAME:

DATE:

DIVE LOCKER/LOCATION: _____

TITLE: _____

PHONE: _____

**STANDARDIZED EQUIPMENT PROGRAM
OFF-DUTY PROFICIENCY DIVE SKILLS CHECKLIST**

Divers must complete at least two (2) of the skills listed below during proficiency dives. Completion of the skills will be verified in writing (bottom of page) by the diver's buddy.

- Ditch and don (Buoyancy Compensation Device (BCD))
- Weight belt removal/replacement
- Disconnect/reconnect inflators (BCD/Dry suit)
- Dry suit roll outs and venting
- Buddy breathing
- Air Sharing
- Deploy and use Reserve Air Supply System
- Recover unconscious diver from water
- Mask removal, replace and clear
- Maintain neutral buoyancy for two minutes
- Control descent/ascent rate
- Under Water (U/W) communication (hand signals)
- U/W navigation and orientation
- Regulator recovery

Name of diver performing skills: _____

Name of above diver's buddy: _____

I affirm that the above named diver did in fact complete the skills checked above.

Signature of diver's buddy: _____

Date: _____