

Equipment Rental Agreement Liability Release & Express Assumption of Risk

This agreement is entered into between Diving Unlimited International, and its dealers and _____, hereinafter referred to as the RENTOR, for the rental of scuba diving equipment.

This agreement is a release of the RENTOR's rights to sue for injuries or death resulting from the rental and/or use of this equipment. The RENTOR expressly assumes all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

Diver's Name Diver's E-mail

Diver's Address City State Zip

Diver's Phone Number Certification level - Are you drysuit certified?

Name of your local Dive Shop? Are you affiliated with a public safety dive team?
If so, please give us the name of your team.

ZipSeal Neck Size ZipSeal Wrist Size

Date Out Processed by
Type of Deposit (Circle One) Credit Card Driver's License Attach to this form!!

Item	Circle ALL Appropriate Items	Size	ID #	Notes	Issued by initials	Returned by initials
Drysuit Hose	Yes No	N/A	N/A			
DiveWear Insulation	Electric					
<i>Thinsulate</i>	Xm 450 Xm250			N/A		
<i>Polartec</i>	300 J/S StretchLiner 100			N/A		
<i>ActionWear</i>	150 J/S 300 J/S Vest Professional					
DiveWear Socks	Polartec Xm 450					
Drysuit	TLS350 CLX450 CF200X FLX50/50 TLSSE CNSE CLXSE 30/30 FLX Extreme					
DELTA BCS	Weight Intgrtd Non-Weight Intgrtd		N/A			
RockBoots	Yes No		N/A			
Weight & Trim	Classic WT2		N/A			
Ultra Hood	Yes No		N/A			
Fins	Yes No		N/A	Type		
Gloves	ZipGloves Wet Gloves		N/A	Orange Blue Neo		

?? Turn Over for Signature ??

RENTOR hereby acknowledges receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving, that RENTOR is a certified scuba diver or student in a scuba diving/course or program under the supervision of a certified scuba instructor.

RENTOR acknowledges that the equipment is in good working condition and that he/she has examined the equipment to ensure that it is free from defects.

RENTOR acknowledges the responsibility for the equipment and agrees to be charged for the replacement value of the equipment or costs of repair if not returned in working order at the agreed upon time.

RENTOR also understands that Diving Unlimited International, and its dealers, employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in any way for any injury, death, or damages to RENTOR or his/her family, heirs, or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

I, _____ HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE DIVING UNLIMITED INTERNATIONAL AND ITS DEALERS, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AS A RESULT FROM RENTING AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

Participant's Signature

Date (month/day/year)

Participant's Name (Printed)

Signature of parent or guardian (where applicable)

Date (month/day/year)



SPECIAL EVENT VOLUNTARY LIABILITY RELEASE AND ASSUMPTION OF RISK - DUI DOG RALLY & DEMO DAYS

Please read carefully, fill in the blanks and initial each paragraph before signing.

I, _____ HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES, AND AM AWARE OF THE INHERENT HAZARDS OF SKIN AND SCUBA DIVING.

_____ I understand and agree that neither Diving Unlimited International, nor the organizers or promoters of this event; nor any of their respective dealers, employees, officers, instructors, divemasters, agents or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in anyway for any injury. Death or other damages to me or my family, heirs or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active.

_____ I understand that diving with compressed air involves certain inherent risks, including but not limited to, air expansion injuries, decompression sickness, embolism and drowning. Hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such activity in spite of the absence of a recompression chamber in proximity to the dive site.

_____ I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

_____ I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

_____ I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

_____ In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the dive(s) for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

_____ I further declare I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

_____ I understand that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act.

_____ As a participant in DUI's DOG Rally & Demo Days, I hereby grant Diving Unlimited International the absolute right and permission to publish, copyright and use pictures of me in which I may be included in whole or in part, composite or retouched in character or form, in conjunction with this event and subsequent promotions.

I, _____, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE DIVING UNLIMITED INTERNATIONAL, AND THE ORGANIZERS AND PROMOTERS OF THIS EVENT, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO PROPERTY LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date (month, day, year)

Signature of parent or guardian (where applicable)

Date (month, day, year)

