



# EQUIPMENT RENTAL AGREEMENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Name \_\_\_\_\_ Date Rented \_\_\_\_\_ Date Due \_\_\_\_\_  
 Address \_\_\_\_\_ Date Returned \_\_\_\_\_ Received By \_\_\_\_\_  
 \_\_\_\_\_ D/L No. \_\_\_\_\_ State \_\_\_\_\_  
 Phone Home (\_\_\_\_\_) \_\_\_\_\_ Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Phone Work (\_\_\_\_\_) \_\_\_\_\_  
 Email Address \_\_\_\_\_ Signature \_\_\_\_\_  
 Local Address \_\_\_\_\_

Local Phone (\_\_\_\_\_) \_\_\_\_\_ Certification # \_\_\_\_\_ Agency \_\_\_\_\_  
 Certification Level \_\_\_\_\_ Date \_\_\_\_\_ Date of last open water dive \_\_\_\_\_

QTY	ITEM	SERIAL #	SIZE	DAILY RATE	AMOUNT	QTY	ITEM	SERIAL #	SIZE	DAILY RATE	AMOUNT
	Tank(s)						Mask				
	Regulator						Snorkel				
	w/SPG						Fins				
	w/console						Boots				
	w/computer						Gloves				
	BCD						Weight Belt				
	Dive suit – one piece						w/weights		___ kg/lb		
	Jacket						Light				
	Farmer john						Camera				
	Hood						Other				
					SUBTOTAL _____ + TAX _____ = TOTAL _____						

<b>TOTAL DAYS</b>	<b>TOTAL PER DAY</b>	<b>TOTAL DUE</b>	RETURN DEPOSIT _____ <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CASH
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Equipment prepared by \_\_\_\_\_,  
(Dive Center/Resort Employee)

(Continue on reverse side)

### EQUIPMENT RENTAL AGREEMENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

THIS AGREEMENT is entered into between \_\_\_\_\_  
(Dive Center/Resort)

and \_\_\_\_\_, hereinafter "RENTOR," for the rental of scuba and/or  
(Rentor)  
skin 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. RENTOR expressly assumes all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

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 diver in a scuba diving course/program under the supervision of a certified scuba instructor.

RENTOR acknowledges that the equipment is in good working condition and that he has examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of air in any scuba tank(s) rented.

RENTOR also understands that \_\_\_\_\_,  
(Dive Center/Resort)

and its employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in any way for any injury, death or other damages to RENTOR or his 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.

RENTOR agrees to reimburse \_\_\_\_\_ for the  
(Dive Center/Resort)

loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment.

RENTOR agrees to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I, \_\_\_\_\_, HAVE CAREFULLY READ AND  
(Rentor)  
UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE  
\_\_\_\_\_, AND ALL RELATED ENTITIES AS DEFINED  
(Dive Center/Resort)

ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF 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. I AUTHORIZE \_\_\_\_\_,  
(Dive Center/Resort)

TO CHARGE MY CREDIT CARD LISTED ABOVE DAILY UNTIL THE EQUIPMENT IS RETURNED, IF LATE.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date (day/month/year)

\_\_\_\_\_  
Signature of Parent/Guardian (where applicable)

\_\_\_\_\_  
Date (day/month/year)