

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

THIS AGREEMENT is entered into between **A-1 SCUBA AND TRAVEL CENTER, INC.**

and \_\_\_\_\_, hereinafter "**RENTOR**," for the rental of scuba and/or  
skin diving equipment.  
(Rentor)

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 **A-1 SCUBA AND TRAVEL CENTER, INC.** 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 **A-1 SCUBA AND TRAVEL CENTER, INC.** for the 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 **A-1 SCUBA AND TRAVEL CENTER, INC.** AND ALL RELATED ENTITIES AS DEFINED 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 **A-1 SCUBA AND TRAVEL CENTER, INC.** TO CHARGE MY CREDIT CARD LISTED ABOVE DAILY UNTIL THE EQUIPMENT IS RETURNED, IF LATE.

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

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