



Liability Release and Assumption of Risk Agreement for Equipment Rental

Name _____
 Address _____

 Phone _____
 Email _____
 D/L Number: _____ Expires _____
 Certification # _____ Agency _____
 Certification Level _____ Date of Last Open Water Dive _____

For store use:
Date Rented _____
Date Due _____
Prepared by _____
Date Returned _____
Rec'd By _____

- Regulator Assembly w/ Octo, Console, and UK Remora Dive Knife. **Daily rental rate: \$14.00**
- Computer, Wrist Model. **Daily rental rate: \$20.00**
- BCD Weight-Integrated Oceanic Ocean Pro w/ whistle and SMB **Daily rental rate: \$16.00**
- Wetsuit, 7mm Jumpsuit. TShirt Size _____. Wetsuit Size _____. **Daily rental rate: \$16.00**
- Hooded vest. Size _____. **Daily rental rate: \$8.00**
- Weight belt with _____ lbs. of weight. Your Weight _____ * **Daily rental rate: \$12.00**
*12-15% of your body weight is the appropriate amount for diving in a 7mm wetsuit in So California.
- Mesh Gear Bag. **Daily rental rate: \$10.00**
- Cylinder with Air () Aluminum 80 () Steel _____ DIN: Yes No **Daily rental rate: \$10.00**
- Cylinder with Nitrox (32% -- Al 80 Only) **Daily rental rate: \$14.00**
- Cylinder with Nitrox (36% -- Al 80 Only) **Daily rental rate: \$16.00**
- Double 100cf Cylinders **Daily rental rate: \$25.00**
- Mask and Snorkel **Daily rental rate: \$10.00**
- Fins **Daily rental rate: \$10.00**
- Training DVD _____ **Replacement Value: \$35.00**
- Other _____ **Daily rental rate: _____**
- Other _____ **Daily rental rate: _____**

- Full Set-Up of Rental Gear including: **Daily rental rate: ~~\$86.00~~ \$45.00**
 Cylinder with Air
 Regulator Assembly with Octo, Console, and UK Remora Dive Knife
 BCD Weight-Integrated Oceanic Ocean Pro w/ whistle and SMB
 Wetsuit, 7mm Jumpsuit.
 Hooded Vest
 Mesh Gear Bag
 Weights **Additional days: \$30.00**

I authorize Eco Dive Center to charge my credit card the additional daily rate if equipment is not returned by due date and full replacement value for any equipment damaged during rental or not returned.

Copied Credit Card Information from Front of Card

Credit Card
 Authorization Signature _____
 CVC Code _____

The issuer of the card identified is authorized to pay the amount required upon proper presentation. I promise to pay such total subject to and in accordance with the agreement governing the use of such card.

(continued on reverse side)

Liability Release and Assumption of Risk Equipment Rental Agreement

This AGREEMENT is entered into between **ECO DIVE CENTER** and _____, for the rental of scuba and/or skin diving equipment.

This AGREEMENT is a release of my rights to sue for injuries or death resulting from the rental and/or use of this equipment. I expressly assume all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

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

I acknowledge that the equipment is in good working condition and that I have examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of gas in any scuba tank(s) rented.

I also agree and understand that **ECO DIVE CENTER** 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 me, my family, estate, 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 agree to reimburse **ECO DIVE CENTER** for the loss or breakage of any and all equipment at the current replacement value and also pay for damages incurred while transporting the equipment.

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

I further state that 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 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 through the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE THE RELEASED PARTIES 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 RELEASE PARTIES, WHETHER PASSIVE OR ACTIVE.

I have fully informed myself and my heirs of the contents of this Liability Release and Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

Participant Signature

Date (Day/Month/Year)

Signature of Parent/Guardian (where applicable)

Date (Day/Month/Year)