



# Liability Release and Assumption of Risk Agreement for Equipment Rental

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_  
 D/L Number: \_\_\_\_\_ Expires \_\_\_\_\_  
 Diver # \_\_\_\_\_ Agency \_\_\_\_\_  
 Certification Level \_\_\_\_\_ Date of Last Open Water Dive \_\_\_\_\_

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

Tag Number	QTY		Daily rental rate:
_____	_____	Regulator Assembly w/ Octo, Console, Knife <input type="checkbox"/> with Computer	<del>\$25.00</del> /\$15.00 w/o comp.
_____	_____	Computer, Hose Mount	Daily rental rate: \$20.00
_____	_____	BCD: Weight-Integrated Oceanic Ocean Pro w/ whistle and SMB	Daily rental rate: \$16.00
_____	_____	Wetsuit, 7mm Jumpsuit 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 Cal.			
_____	_____	Mesh Gear Bag.	Daily rental rate: \$10.00
_____	_____	Cylinder with Air ( ) Aluminum 80 ( ) Steel ____ DIN: <input type="checkbox"/> Yes <input type="checkbox"/> 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
_____	_____	Mask and Snorkel	Daily rental rate: \$10.00
_____	_____	Fins	Daily rental rate: \$10.00
_____	_____	Training DVD _____	Replacement Value: \$35.00
<input type="checkbox"/>	Other	_____	Daily rental rate: _____
<input type="checkbox"/>	Other	_____	Daily rental rate: _____

SPECIAL PRICE Full Set-Up of Rental Gear including:

**Daily rental rate: ~~\$97.00~~ \$60.00**  
**Daily rental w/o Computer: \$50.00**  
**Additional days: \$30.00**

- Cylinder with Air
- Regulator Assembly with Octo, Console, Computer and UK Remora Dive Knife
- BCD Weight-Integrated Oceanic Ocean Pro w/ whistle and SMB
- Wetsuit, 7mm Jumpsuit.
- Hooded Vest
- Mesh Gear Bag
- Weights w/ Belt

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.

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)