



Equipment Rental Agreement

Liability Release & Express Assumption of Risk

Rentor Name: _____ Date Rented: _____ Date Due: _____

Address: _____ D/L # : _____ State: _____

_____ CC # : _____

Primary Phone: (_____) _____ Exp Date: _____ CCV # : _____

Alternate Phone: (_____) _____ Signature: _____

Email Address: _____

Certification # : _____ Agency: _____ Certification Level: _____

QTY	ITEM	SERIAL #	SIZE	Replacement Cost	RENTAL RATE (PER DAY)	Amount
	Rental Package	List Below	List Below	List Below	\$79.95	
	Aluminum Tank(s)			\$179.95	w/ Air \$15.00 w/ EANx \$20.00	
	Steel Tank(s)			\$399.95	W/Air \$18.00 w/ EANx \$23.00	
	Regulator w/ Analog Gauge			\$629.95	\$25.00	
	Dive Computer			\$429.95	+ \$20.00	
	BCD			\$299.95	\$20.00	
	Pony Bottle w/ Pony Reg			\$459.95	\$30.00	
	Dive Light			\$114.95	\$10.00	
	Wet Suit			\$174.95	\$15.00	
	Weight Belt		Pocket	\$22.95	\$10.00	
	Weight		LBS	\$4.50 Per lb	Inlcuded w/ belt	
	Other					

Sub Total _____
Tax _____
Total _____

Equipment Prepared By **Employees Only**

Date: _____ Inspected By: _____

Notes: _____

Equipment Received By _____

Date: _____ Inspected By: _____

Notes: _____

Equipment Rental Agreement

Liability Release & Express Assumption of Risk

Terms & Conditions

THIS AGREEMENT is entered into between ATLANTIC SPEAR & SCUBA and the Rentor identified on the first page of this contract, hereinafter "RENTOR," for rental of watersports equipment aforementioned on the previous page.

- 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 / she has examined the equipment to ensure that it is free from defects, including checking both quality and quantity of air in any scuba tank(s) rented.
- RENTOR also understands that ATLANTIC SPEAR & SCUBA, 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 / 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.
- RENTOR agrees to reimburse ATLANTIC SPEAR & SCUBA for the loss or breakage of any and all equipment at the current replacement value and to also pay for any 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 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 though 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, terms, and conditions. 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 released 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 (RENTOR)

Date (Month/Day/Year)

Signature of Parent / Guardian (where applicable)

Date (Month/Day/Year)