

# SCUBA PROFESSIONALS OF ARIZONA MODEL RELEASE AND EQUIPMENT RENTAL LIABILITY RELEASE

First Name	Last Name

**By placing my name here, I agree to be responsible for the contents of this page**

I grant permission to Scuba Professionals of Arizona and its agents or employees to use photographs (negatives, transparencies, prints, or digital, in still, single, multiple, moving or video format, or in which I may be included in whole, in part or composite), taken of me for use in any media for any purpose (except pornographic or defamatory) which may include, but is not limited to: publications such as brochures, newsletters, advertising, magazines, display boards, and to use such photographs in electronic versions of the same publications or on Scuba Professionals of Arizona website, or other forms electronic media.

I hereby agree that I have no rights to the images, that all rights to the images belong to Scuba Professionals of Arizona and its agents or employees, and waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph. I acknowledge and agree that this release is binding upon my heirs and assigns, is irrevocable, worldwide, and perpetual and will be governed by the laws of the state of Arizona. I hereby agree to release, defend, and hold harmless Scuba Professionals of Arizona, and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

Prior to leaving the Dive Store I will thoroughly and completely inspect all of the equipment that I am renting, and which will be used by me. If I discover any of my equipment is not functioning properly at any time, I will cease all diving activities and promptly notify the Dive Store. I expressly agree not to hold the Dive Store or any of its employees, agents or assigns responsible for my failure to inspect my equipment prior to diving.

I understand that I have an affirmative duty to plan my dive. I agree to be responsible for my own safety. My signature on this document affirms that I am fully aware of the dangers, risks and hazards of holding my breath while scuba diving and the dangers associated with rapid ascent. I certify that I am fully aware of the possibility that my equipment may malfunction during a dive which could include a free-flowing regulator, stuck inflator button or unwanted inflation by my buoyancy compensator. I agree not to hold any of the individuals, or entities named within this document responsible for any such act.

I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT AND BY MY SIGNATURE HEREON TO GIVE UP ALL OF MY RIGHTS TO SUE ANY INDIVIDUALS OR ENTITIES REFERRED TO WITHIN THIS DOCUMENT, WHETHER SPECIFICALLY NAMED OR NOT. FURTHERMORE, IT IS MY EXPRESS INTENTION TO EXEMPT AND RELIEVE THE DIVE STORE, THEIR EMPLOYEES, AGENTS AND ASSIGNS AND TO EXPRESSLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY ACTIVE OR PASSIVE NEGLIGENCE RELATED IN ANY FASHION TO MY PARTICIPATION IN THIS TRIP/TOUR. I SPECIFICALLY ASSUME ALL RISKS IN CONNECTION WITH THIS TRIP/TOUR, INCLUDING ANY RISKS ASSOCIATED WITH RENTAL EQUIPMENT FROM THE DIVE STORE. I HAVE READ AND UNDERSTAND THE PRECEDING IN ITS ENTIRETY AND I AGREE TO THE TERMS AND CONDITIONS HEREIN AND ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES. I REALIZE THIS DOCUMENT IS CONTRACTUAL IN NATURE AND NOT MERE RECITAL.

<b>Participants Name</b>	<b>Participants Signature</b>	<b>Date</b>
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<b>Print name of Parent/Guardian (if under 18)</b>	<b>Signature of Parent/Guardian</b>	<b>Date</b>
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