



EQUIPMENT RENTAL AGREEMENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Rentor Name _____
 Address _____

 Primary Phone (____) _____
 Alternate Phone (____) _____
 Email Address _____

Date Rented _____ Date Due _____
 D/L No. _____ State _____
 Credit Card Number _____ Exp. Date _____
 Signature _____ CVV _____

Certification # _____ Agency _____
 Rental Period (circle) Daily • Weekend • Weekly

| QTY | ITEM | SERIAL # | SIZE | RENTAL RATE | # | AMOUNT |
|-----|---------------------------------------|------------|---------|-------------|---|--------|
| | Package | List Below | | | | |
| | Tank(s) (DIN plugs Y or N) | | | | | |
| | Regulator System | | | | | |
| | Dive Computer | | | | | |
| | BCD - Jacket (circle) Back Plate | | | | | |
| | Wet suit | | | | | |
| | Hooded Vest | | | | | |
| | Mesh Bag | | | | | |
| | Camera - or- Video System (circle) | | | | | |
| | Mask | | | | | |
| | Snorkel | | | | | |
| | Fins | | | | | |
| | Boots | | | | | |
| | Gloves | | | | | |
| | Weight Belt | | | | | |
| | Weights | | ____ lb | | | |
| | Other | | | | | |

Receipt # _____

| | |
|--|-----------------|
| | SUBTOTAL |
| | TAX |
| | TOTAL |

I, _____,
 (Rentor)

have carefully read and understand the Terms & Conditions printed on the back side of this contract. By signing this agreement, I exempt and release **Indian Valley Scuba**, and all related entities as defined on the back side of this contract, 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 understand and acknowledge that I am aware of the date by which this equipment must be returned and I hereby authorize **INDIAN VALLEY SCUBA** to charge my credit card listed above daily at the current published rate until the equipment is returned, if not returned by the due date above.

Participant's Signature

Signature of Parent/Guardian (where applicable)

Equipment prepared by _____ (Indian Valley Scuba Employee)
 Date _____ Inspected by: _____

Notes:

Equipment Return _____ (Indian Valley Scuba Employee)
 Date _____ Inspected by: _____

Notes:

EQUIPMENT RENTAL AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is entered into between **INDIAN VALLEY SCUBA** and the Rentor identified on the front side of this contract, hereinafter "RENTOR," for the rental of scuba and/or skin diving equipment.

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 **INDIAN VALLEY 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 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 **INDIAN VALLEY SCUBA** 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.