

Release of Liability/Assumption of Risk/Non-agency Acknowledgement Form

EQUIPMENT RENTAL AGREEMENT

Name _____ Date Rented _____ Date Due _____

Billing Address _____ D/L No. _____ State _____
 _____ Credit Card Type _____ Last 4 digits _____

Phone _____ Signature* _____

- I authorize the Dive Center to charge my credit card the daily rate if equipment is not returned by due date and time.
- I authorize the Dive Center to charge my credit card for the loss or breakage of any and all equipment at the current replacement value.

Email _____

Certification Level _____ Date _____
 Certification # _____ Agency _____

QTY	ITEM	SERIAL #	SIZE	RATE	AMOUNT	QTY	ITEM	SERIAL #	SIZE	RATE	AMOUNT
	Scuba Gear Rental Package						Snorkel				
	Basic Scuba Rental Package						BCD				
	Scuba Mask, Snorkel, Fins, Boots Rental Package						Regulator Set				
	Snorkel Gear Rental Package						Dive Computer				
	Fins						Tank				
	Boots						Weights				
	Wetsuit						Weight Belt				
	Hood						Light				
	Mask						Camera				
					Subtotal			+ Tax		= Total	

TOTAL DAYS	TOTAL PER DAY	TOTAL DUE	RETURN DEPOSIT <input type="checkbox"/> CREDIT CARD
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Equipment prepared by _____
 (Diver Center Employee)

Date Returned _____

Received By _____

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EQUIPMENT RENTAL AGREEMENT

Please read carefully and fill in all blanks before signing.

THIS AGREEMENT is entered into between Makana O Kauai Scuba Adventures, a.k.a. Kauai Scuba Adventures and myself for the rental of scuba and/or skin diving equipment. This AGREEMENT is a release of my rights and the rights of my heirs, assigns or beneficiaries to sue for injuries or death resulting from the rental and/or use of this equipment. I personally assume all risks of skin and/or scuba diving, whether foreseen or unforeseen, related in any way to the rental and/or use of this equipment.

Non-Agency Disclosure and Acknowledgement Agreement

I understand and agree that PADI Members (“Members”), including Makana O Kauai Scuba Adventures, a.k.a. Kauai Scuba Adventures and/or any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc, or its parent, subsidiary and affiliated corporations (“PADI”). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members’ business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of Makana O Kauai Scuba Adventures, a.k.a. Kauai Scuba Adventures and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I understand and agree that Makana O Kauai Scuba Adventures, a.k.a. Kauai Scuba Adventures, and its employees, owners, officers, contractor, assigns or agents (hereinafter referred to as “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 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 I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

I affirm it is my responsibility to inspect all of the equipment and acknowledge it is in good working condition. I affirm that it is my responsibility to check both the quality and quantity of gas in any scuba tanks. I acknowledge that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I understand that skin diving and scuba diving are physically strenuous activities, that I will be exerting myself during these activities, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I agree to reimburse the Dive Center/Resort 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. I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned. If renting a Scuba regulator, I agree to secure the 1st stage dust cap on the first stage whenever it is not attached to the tank valve. If I return the regulator with the dust cap not secured in the 1st stage, I agree to pay a \$25 equipment service fee.

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 Agreement 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, and 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 BY THIS INSTRUMENT AGREE TO 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 NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant’s Signature

Date (day/month/year)

Signature of Parent/Guardian (where applicable)

Date (day/month/year)