



## Rental Agreement - Dreaming Sea Divers

THIS AGREEMENT is entered into between **Dreaming Sea Divers, LLC.** and

\_\_\_\_\_, 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.

I understand and agree that **Dreaming Sea Divers, LLC.**, 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.

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 ACKNOWLEDGMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

It is the responsibility of the diver using the equipment to verify that it is working properly prior to diving. For uncertified divers, John Bradley Phillips and Dreaming Sea Divers will assist you in verifying the rental equipment's proper function. Problems like blown o-rings and leaking hoses and regulators can lead to emergencies but do not need to end in injury. We can always share air if necessary and make a slow ascent and abort the dive.

Any gear that is provided to a student or private guide client by John Bradley Phillips and Dreaming Sea Divers must be returned in the same or similar condition as when it was loaned or rented. (A small scratch on a dive light is not a big deal but a small scratch on a camera lens or dome port is a much bigger deal), Any damaged or lost gear is the responsibility of the diver who lost it.

That is, if I, \_\_\_\_\_, lose or damage a piece of rented or loaned gear, I am responsible to replace it or pay for it to be replaced. If John Bradley Phillips or Dreaming Sea Divers loses or damages a piece of rental gear or gear loaned from a student or private guide client, he and they are responsible to replace it or pay for it to be replaced. This includes but is not limited to weights and weight pockets (unless they were dropped in an emergency situation), lights, clips, hunting equipment, exposure protection like gloves and hoods, articles of clothing like coats and towels, camera equipment, etc. Expendable equipment such as o-rings and dead (not flooded) batteries are exceptions to this rule. Acts of Shark (in the case of spearfishing equipment including but not limited to fish lift bags, stringers, etc.) may be excluded but is handled case by case.

**Signature of Client:**

**Date:** \_\_\_\_\_

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**Signature of Parent or Legal Guardian (if above signed is under the age of 18):**

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**Date:** \_\_\_\_\_

**Rental Rates:**

BCD: \$20  
Regulator with Computer: \$20  
Wetsuit: \$15  
Mask: \$10  
Fins: \$10  
Mask and Fins Combo: \$15  
Al 80 Air Tank: \$10  
Al 80 Nx Tank: \$16  
Steel 80/100 Nx Tank: \$20  
Steel 120 Nx Tank: \$23  
Weights: \$6