

LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT is entered into between **We Be Divin'** and the person (s) named for the rental of scuba and/or skin diving equipment. This AGREEMENT is a release of my rights to sue for any injuries or death resulting from the rental and/or use of this equipment. I expressly assume all risks of skin and/or scuba related in any way to the rental and/or use of this equipment.

I acknowledge that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during these activities. 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 also understand and agree that We Be Divin' 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 me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of equipment, or as a result of product defect, or the negligence of any party, including the Released parties, whether passive or active. I further state that I am of lawful age and legal competent to sign this liability release, or that I have acquired the written consent of my parents or guardian. I understand the terms herein are contractual and are 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 rights 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 BY SIGNED 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 RENTAL AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASE PARTIES, WHETHER PASSIVE OR ACTIVE.

By signing below, I agree to return the above-listed equipment to the We Be Divin' Road Town office on the date stated above unless otherwise agreed. I further agree that the listed equipment will be returned clean and in good working order otherwise I understand a surcharge may apply. I have asked a representative of We Be Divin' to explain the safe operation of any equipment with which I am unfamiliar and now feel confident that I can operate the above rented equipment safely.

I also acknowledge that We Be Divin' rental equipment is only to be used for the purpose of recreational scuba diving by certified divers who have been listed on this rental agreement.

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|-----------------------------------|--------------|
| Card # (Visa or Mastercard only): | Expiry Date: |
| Signature: | Date: |

| Missing / Damaged or Replacement Costs |
|--|
| \$5.00 per lb missing lead |
| \$10.00 Lost Tank Boot |
| \$40.00 Missing mask |
| \$20.00 Missing Snorkel |
| \$35.00 Missing Fin/s |
| \$25.00 Tank returned with 0 psi |
| \$20.00 Reg Returned without Dust Cap in place |
| \$350.00 Lost/ missing tank |
| \$175.00 Lost/ missing tank rack |
| \$400.00 Lost/ missing BCD |
| \$500.00 Lost/ missing Regulator |

| Office Use Only: | | Rental Number: | |
|-------------------------|--------|----------------|-----------|
| | Amount | Method | Date Paid |
| Deposit | | | |
| Balance | | | |
| Delivered By: | | | |
| Collected By: | | | |