



EQUIPMENT RENTAL AGREEMENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK



Name: _____ **Date Rented:** _____ Date Due: _____
Address: _____ Date Returned: _____ Received by: _____
 _____ D/L #: _____ Province: _____
Phone Home: _____ CC #: _____ Exp: ____/____
 Phone Work: _____ Signature: _____
 Email Address: _____ Cert. Level: _____ Date: _____
 Local Address: _____ Certification #: _____ Agency: _____
 Local Phone: _____ Date of last open water dive: _____
Height: _____ **Weight:** _____ **Shoe Size:** _____

Mandatory fields are in **Bold**. You must have your Certification Card with you at time of pickup.

QTY	ITEM	SIZE & #	DAILY RATE	AMOUNT	QTY	ITEM	SIZE & #	DAILY RATE	AMOUNT
	Tank(s)					Mask / Snorkel			
	Regulator					Fins			
	Computer					Boots	Wet for Drysuit		
	BCD					Gloves			
	BCD weights					Weight Belt			
	Ankle wghts					Bag			
	Jacket					Light			
	Farmer John					Camera			
	Hood	Wet Dry				Other			
	Dry Suit w/bag	Fusion PolarFlex							
	Under Garments	MK2 MK3							
	Neo Socks								

Total Days	Total Per Day	Total Due	Return Deposit _____
			Credit Card Cash

Equipment Prepared by: _____

EQUIPMENT RENTAL AGREEMENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

THIS AGREEMENT is entered into between Frank Whites Dive Store
(Dive Center / Resort)
and _____, hereinafter "RENTOR," for the rental of scuba and/or
(Rentor)
skin diving equipment.

This AGREEMENT is a release of the RENTOR'S right 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 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 Frank Whites Dive Store
(Dive Center / Resort)

and its employees, owners, officers, or agents (hereinafter "Release 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 Frank Whites Dive Store for the loss
(Dive Center / Resort)

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.

I _____ HAVE CAREFULLY READ AND
(Rentor)

UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE
Frank Whites Dive Store AND ALL RELATED ENTITIES AS DEFINED
(Dive Center / Resort)

ABOVE, FROM ALL LIABILITY OR REPSONSIBILITY 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 AUTHORIZE Frank Whites Dive Store
(Dive Center / Resort)

TO CHARGE MY CREDIT CARD LISTED ABOVE DAILY UNTIL THE EQUIPMENT IS RETURNED, IF LATE.

Participant's Signature

Date (day / month / year)

Signature of Parent/Guardian (where applicable)

Date (day / month / year)