Scubadelphia Gear Rental Agreement

	Name					Date Rented Due Date					_		
	Address					Date returnedChecked By							
	Attach CC and DL copy Phone Email						tes			-			
							**based on availability						
Qty	Item	Item#	Size	Daily Rate	Amt	Qty	Item	Item#	Size	Daily Rate	Amt		
	Tank(s)			\$15			Mask**			\$15			
••	Regulator			\$25			Snorkel**			\$15			
	Computer			\$25			Fins**			\$15			
	Hood	Hood Gloves		\$15			Boots**			\$15 \$15			
	Gloves			\$15			Trim Pockets (2)						
	Wetsuit Weight Belt Weight			\$25			BP/Wing Drysuit			\$40 \$75 \$25			
				\$15									
				\$10			Weight Harness	irness					
				\$.50/lb	50/lb		Light		\$25				
	Pony Tank			\$10			Full Face Mask	ısk		\$50			
	Pony w/reg			\$20									
	Camera			\$50									
	Total days Total						tal per day		Total due				
	Check Box if applicable: ☐ Open Water Student ☐ Advanced Open Water Student ☐ Other												
	\$75 Gear p	Rental Packages: \$75 Gear package includes 1 tank, 20# weights, BCD, regulators, wetsuit											
	\$50 Stude	nt gear	packa	ige inclu	des 1 t	ank, 2	0# weights, BCD	, regula	tors, v	wetsuit			
	\$50 Student gear package includes 1 tank, 20# weights, BCD, regulators, wetsuit \$25 per item*** travel package up to one week (***most items)												
	Participant's Signature*						Date (day/month/year)						
							De la Charles and Land						
Parent/Guardian Signature* (where applicable) Date (day/month/year)													

^{*}By signing this form I authorize Scubadelphia to charge my credit card cleaning and/or late fees if equipment is not returned clean and dry and by the due date. I have also read and initialed the back of this form.

Release of Liability/Assumption of Risk/Non-agency Acknowledgement Form EQUIPMENT RENTAL AGREEMENT

Please read carefully before signing.

THIS AGREEMENT is entered into between <u>SCUBADELPHIA</u> and <u>person(s)</u> named on <u>front of form</u>, 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 Acknowledgment Agreement

I understand and agree that PADI Members ("Members"), including <u>SCUBADELPHIA</u> Insured Staff and/or any individual PADI Instructors and Dive masters 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 <u>SCUBADELPHIA</u> and/ or the instructors and dive masters associated with the activity.

Liability Release and Assumption of Risk Agreement

I understand and agree that **SCUBADELPHIA**, 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 a clean

and dry condition and to pay a \$100 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 stopped from claiming otherwise because of my representations to the Released Parties.

I, certified scuba diver(s) and/or student(s), 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 ACKNOWLDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING ON BEHALF OF MYSELF AND MY HEIRS.

AND AC	KNOWLDGEMEN	NT AGREEMENT E SIGNING ON B	AND LIABI	LITY RELEAS	E AND ASSUM		
	By signing the fr release.	ont of this form I a	acknowledge	that I have re	ad and agree to t	he rental agreer	nent and liability