

## **Equipment Rental Agreement**

Liability Release & Assumption of Risk

Name:	Credit Card #:
Address:	Exp Date:
	Card Holder Name:
Phone:	Signature *
Email:	*I authorize Sandhills Scuba to keep my credit card information on file until the equipment is returned. I agree that I will be charged the
Cert Agency: Level:	
Cert #:	lost or domograd that I will be charged for a full replacement at

Date Rented	Checked Out By	Due Date	Date Returned	Received By

QTY	ITEM	COST	SERIAL #	SIZE	QTY	ITEM	COST	SERIAL #	SIZE
	Tanks w/ air	\$10				Mask & Snorkel	\$5		
	Regulator w/ primary & alt 2nd								
	stage & SPG	\$15				Fins	\$5		
	PCD	¢1E				Dive Computer	¢1Б		
	BCD	\$15				Dive Computer	\$15		
	Weights	\$5							
	Wetsuit	\$10							

\*Package (BCD, weights, regulator, 2 tanks) - \$50/day, \$75/ weekend

TOTAL DAYS	TOTAL PER DAY	TOTAL DUE	NOTES

## SCUBA RENTAL AGREEMENT & RELEASE OF LIABILITY

PO Box 87492, Fayetteville, NC 28314 (910)797-2257



This agreement is entered into between Sandhills Scuba and (Renter), for the rental of scuba and/or snorkeling equipment.

This agreement is a release of my rights to sue for injuries or death resulting from the rental and/or use of this equipment. I expressly assume all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

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 acknowledge that the equipment is in good working condition and that I have examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of gas in any scuba tank(s) rented.

I also understand and agree that Sandhills Scuba., 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 the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

I acknowledge that snorkeling, free 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 Sandhills Scuba 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 have my credit card information, as listed on the first page of this form, kept in Sandhills Scuba's file/system until the equipment is fully returned, and that any fees accrued due to late returns, damages, or loss will be charged on this card.

I agree to return the equipment in clean condition, as I also acknowledge it was rented to me in clean condition, and to pay a \$25 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 legal guardian. 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 understand and agree that I am not only giving up my right 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 stopped from claiming otherwise because of my representations to the Released Parties.

I have carefully read and understand the above Agreement. By signing 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 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 the Liability Release and Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

PARTICIPANT'S SIGNATURE:

DATE:	
DATE.	

SIGNATURE OF PARENT/GUARDIAN: DATE: