

EQUIPMENT RENTAL AGREEMENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

THIS AGREEMENT is entered into between Wet N Rugged Sports and _____, hereinafter "RENTOR", for the rental of scuba and/or skin diving equipment. This AGREEMENT is a release of the RENTOR'S right to sue for injuries or death resulting from the rental of 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 in a scuba diver course/program under the supervision of a certified instructor.

RENTOR acknowledges that the equipment is in good working condition and 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 Wet N Rugged Sports, and its employees, owners, offices, or agents (hereinafter "Released 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 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 Wet N Rugged Sports 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.

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 provisions shall be severed from this Agreement. The remainder of this agreement will then be constructed as though the unenforceable provision has never been contained herein.

I, _____, HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE Wet N Rugged Sports, 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 LIMITING TO PRODUCT LIABILITY OR THE NEGLIGENCE OF RELEASEDPARTIES, WHETHER PASSIVE OR ACTIVE. I AUTHORIZE Wet N Rugged Sports, TO CHARGE MY CREDIT CARD LISTED BELOW DAILY UNTIL THE EQUIPMENT IS RETURNED, IF LATE.

Participant's Signature (RENTOR)

Date

Signature of Parent/Guardian (where applicable)

Date