

**SUB C DIVERS 1206 EQUIPMENT HIRE FORM**

**CYLINDERS**

<b>SIZE</b>	<b>7l</b>	<b>10l</b>	<b>12l</b>	<b>15l</b>
<b>DIN</b>		<b>A-CLAMP</b>		
<b>Test date</b>				

**REGULATORS**

<b>MAKE / MODEL</b>				
<b>OCTOPUS</b>	<b>YES</b>		<b>NO</b>	
<b>Dry suit feed</b>	<b>YES</b>		<b>NO</b>	
<b>Test date</b>				

**BOUYANCY**

<b>MAKE / MODEL</b>	
<b>colour</b>	
<b>Size</b>	
<b>Tested by</b>	

**Member Signature on Collection:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Equipment officer Signature on Return:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Terms & Conditions**

1. It is your responsibility to inspect the condition of all items listed above and to check they are in good working order prior to hire.
2. If the items listed above are found to be damaged upon return you will be financially liable for the cost of new replacement item(s).
3. If the items listed above have been lost, you will be financially liable for the cost of new replacement items(s).
4. If the items listed above are stolen, unless there is physical evidence of a forcible and violent entry into or exit from a place of storage you will be financially liable for the cost of new replacement item(s).
5. If the items listed above are not returned on their due date, the appropriate additional charges will be made and are charged on a per day lateness penalty.
6. If equipment is to be used in salt or chlorinated water, it must be rinsed with fresh water at the end of every day.
7. If the above listed items are to be transported in luggage by aircraft or other means, it is your responsibility to ensure they are adequately protected in your packing to remain free from any damage during transport.
8. The above listed items must be returned in a clean condition, the same in which they were hired or you will be liable for additional fees.
9. In the event of damage or loss of the above listed items the credit card below will be deducted with the replacement value of these items.

I have read the terms and conditions above. I fully understand them and agree to all the terms and conditions:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Signature of Parent or Guardian (Participants under 18)

**EQUIPMENTY RENTAL AGREEMENT LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK**

THIS AGREEMENT is entered into between **SUB C DIVERS 1206** and \_\_\_\_\_, hereinafter "RENTOR," for the rental of SCUBA diving equipment.

The AGREEMENT is a release of the RENTOR'S rights to sue for injuries or death resulting from the rental and/or use of this equipment. RENTOR expressly assumes all risk of 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 certified SCUBA diver or student diver in a SCUBA diving course / program under the supervision of a certified SCUBA 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 of air in any SCUBA cylinder(s) rented.

RENTOR also understands that **SUB C DIVERS 1206** and its officers or agents (hereinafter "Release Parties"), shall not be held liable or responsible in any way for injury, death or other damages to RENTOR or his family, heirs, or assign 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 Release Parties, whether passive or active.

RENTOR agrees to reimburse **SUB C DIVERS 1206** for the loss of breakage of any and all equipment at the current replacement value and also pay for any 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 the Agreement will then be constructed as though the unenforceable provision had never been contained herein.

I \_\_\_\_\_, HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE **SUB C DIVERS 1206**, 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 EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, I AUTHORISE **SUB C DIVERS 1206** TO CHARGE ME ACCORDINGLY IF I RETURN THE LOAN EQUIPMENT LATE.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Guardian (Participants under 18)