

# Lake Phoenix

## Liability Release and Assumption of Risk Equipment Rental Agreement



Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Date Rented \_\_\_\_\_ Date Due \_\_\_\_\_  
 \_\_\_\_\_ Date Returned \_\_\_\_\_ Received By \_\_\_\_\_  
 Prepared By \_\_\_\_\_

	QTY	SIZE	SER#	NOTE
Tank(s)				
Mask & Snorkel				
BCD				
Exposure suit				
Boots				
Fins				
Hood				
Other				

	QTY	SIZE	SER#	NOTE
Gloves				
Reg Analog				
Reg Computer				
Weights				
Weight Belt				
Light				
Camera				
Other				

THIS AGREEMENT is entered into between Lake Phoenix and the above individual for the rental of scuba and/or skin diving 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.

**Initial** \_\_\_\_\_ I also understand and agree that Lake Phoenix 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.

**Initial** \_\_\_\_\_ 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.


**Initial** \_\_\_\_\_ I agree to return the equipment in clean condition and to pay a 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 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 estopped from claiming otherwise because of my representations to the Released Parties.

**Initial** \_\_\_\_\_ 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.

**Initial** \_\_\_\_\_ I have fully informed myself and my heirs of the contents of this 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 (day/month/year)

\_\_\_\_\_  
 Signature of Parent/Guardian (where applicable) Date (day/month/year)

