

# DIVE EQUIPMENT RENTAL AGREEMENT

## LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Return Time:

This agreement is between Bayplay Dive Resort and RENTOR:

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Phone number: Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Ph: \_\_\_\_\_

Licence/Passport ID# \_\_\_\_\_

### CERTIFIED DIVERS SECTION:

Cert Level: \_\_\_\_\_ Date: \_\_\_\_\_ Student Number: \_\_\_\_\_

No of Dives: \_\_\_\_\_ Date last dived: \_\_\_\_\_ Diving Exp(Trop/Temp): \_\_\_\_\_

Log/card sighted (Bayplay Staff): \_\_\_\_\_ Date: \_\_\_\_\_

\*PLEASE NOTE: Divers hiring gear for own use must return gear by 5.30pm. A late fee may be charged otherwise

<i>Items:</i>	<i>Code/Number</i>	<i>No of items</i>	<i>Price</i>	<i>Returned</i>
BCD	.....	x _____	\$ _____	<input type="checkbox"/>
Regs	.....	x _____	\$ _____	<input type="checkbox"/>
Wetsuit	.....	x _____	\$ _____	<input type="checkbox"/>
Mask/Snork	.....	x _____	\$ _____	<input type="checkbox"/>
Fins	.....	x _____	\$ _____	<input type="checkbox"/>
Tank	.....	x _____	\$ _____	<input type="checkbox"/>
WeightBelt	..... # of weights.....	x _____	\$ _____	<input type="checkbox"/>
Other	.....	x _____	\$ _____	<input type="checkbox"/>
Other	.....	x _____	\$ _____	<input type="checkbox"/>

Total \$ \_\_\_\_\_ Method: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Card # \_\_\_\_\_ expiry \_\_\_\_\_

Office Use:

NB:..... Checked out by: \_\_\_\_\_ DT:..... Checked in by: \_\_\_\_\_

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 student in a scuba diving course/ program under supervision of a certified scuba instructor.

RENTOR acknowledges that the equipment is in good working condition and that he/she 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. If there are any defects the RENTOR agrees to inform Bayplay prior to use.

RENTOR understands that Bayplay Dive Resort and its employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in any way for injury, death or other damages to RENTOR or his/her family, heirs, or assigns which may occur as a result of the rental and/or use of the equipment, or as result of product defect, or the negligence of any party, including the Released Parties.

RENTOR acknowledges that any damage or loss sustained to equipment as a result of the RENTOR'S actions, environmental conditions, or at any time whilst equipment is in RENTOR'S possession, whether supervised or unsupervised, will incur cost in compensation for the repair or replacement of items I HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE BAYPLAY, 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.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian (if applicable) \_\_\_\_\_ Date \_\_\_\_\_