

Rental Agreement

Rentor

Invoice Number: B000148

Sample Diver

Pickup Date: Sat Oct 30 2010

123 Quiet Country Lane
Mytown Myprovince

Return Date: Mon Nov 1 2010

Category	Size	Number	Description	Packed	Returned	Price
Regulator		31	Scubapro Reg #31 (hook #1)			20.00
BC	MD	93	Scubapro Pilot BC #93 (hanger #3)			15.00
SubTotal						35.00
HST						4.55
Total						39.55

LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT

This AGREEMENT is entered into between Bastian David Stassen / DBA Burton's Dive Service (hereinafter "BDS") and the Rentor named below, 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 hereby acknowledge receipt of the equipment designated on 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 supervision of a certified instructor. I understand that BDS may require proof of my certification and/or participation in a scuba diving course/program.

I acknowledge that I have been given opportunity to examine the equipment to ensure that it is free from defects, including checking both the quality and quantity of gas in any scuba tank(s)/cylinder(s) rented.

I also understand and agree that BDS and its employees, owners, officers, contractors, volunteers, 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 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 or injury. 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.

I acknowledge that skin 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 BDS for the loss or breakage of any and all equipment at the current replacement/repair value (current MSRP or BDS normal retail price, whichever is lower). I agree that fees paid for rental of equipment are not refundable. I also agree that the equipment will only be used by the Rentor named below. I agree to return the equipment in clean condition and to pay a cleaning fee (maximum \$15 CAD per item) 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 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 PARTIED, WHETHER PASSIVE OR ACTIVE.

I have fully informed myself and my heirs of the contents of this agreement by reading it before I signed it on behalf of myself and my heirs.

Rentor Name (Printed)

Rentor Signature

Date (month/day/year)

Store Staff Authorization