

Equipment Rental Agreement, Liability Release, and Express Assumption of Risk



THIS AGREEMENT is entered into between Aqua Divers S.A. de C.V., dba Living Underwater (hereinafter “Living Underwater”) and _____ (hereinafter “RENTOR”) for the rental of scuba diving equipment.

This AGREEMENT is a release of the RENTOR’S rights to sue for injuries or death resulting from the rental and/or use of the scuba diving equipment provided by Living Underwater (the “Equipment”). RENTOR expressly assumes all risks of scuba diving related in any way to the rental and/or use of the following Equipment:

Qty	Item	ID Number	Size	Daily Rate	Rental Fee	Value
	BCD					
	Regulator/octopus					
	Computer					
	Mask					
	Fins					
	Light					

RENTOR hereby acknowledges receipt of the equipment designated in this form, and, 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.

RENTOR also understands that Living Underwater and its employees, owners, officers, or agents (hereinafter the “Released Parties”), shall not be held liable or responsible in any way for any 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 a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

RENTOR agrees to return all of the Equipment described above by _____ (the “Due Date”).

RENTOR hereby authorizes Living Underwater to charge to the credit card given as security for deposit the value set out above for each piece of equipment which is either damaged or not returned on the Due Date set out above.

Renter signature

Date (day/month/year)

Renter name (exactly as shown on credit card)

Credit card no.

Billing address

Billing address