

EQUIPMENT RENTAL COMPLETE LIABILITY RELEASE AND WAIVER - THIS IS A RELEASE OF YOUR RIGHTS TO SUE

1. I understand that the purpose of signing this document is to exempt and release Venture Quest LLC, Jeremiah Kogon and OC Dive Boat SCUBA Charters, their employees, agents and assigns and to hold these entities harmless from any and all liability arising as a consequence of the following or any other act of omission on their part including, but not limited to, active or passive negligence.

2. ____ (Initials) By way of my initials and signature on this document I certify that I am a Certified Scuba Diver and have been taught and understand that scuba diving is a hazardous sport. I also fully understand that scuba diving has inherent risks and dangers including, but not limited to, risks associated with equipment failure which could lead to my serious injury or death. By my signature on this document I expressly assume these risks. I acknowledge that I am physically fit to scuba dive or snorkel and I will not hold any of the above named individuals, persons or entities responsible if I am injured as a result of a medical condition while I am scuba diving or snorkeling. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medications which could cause an adverse reaction as a result of combining such drugs and/or medication with scuba diving.

3. ____ (Initials) Prior to leaving the dock I will thoroughly and completely inspect all of the equipment that I am renting and which will be used by me. I will satisfy myself completely with its operation and condition. If I discover any of my equipment is not functioning properly at any time I will cease all diving activity and will promptly notify the boat captain. I expressly agree not to hold Venture Quest LLC, Jeremiah Kogon and OC Dive Boat SCUBA Charters or any of its employees, agents or assigns responsible for my failure to inspect my equipment prior to diving.

4. ____ (Initials) I understand that I have an affirmative duty to plan my dive. I agree to be responsible for my own safety. My signature and initials on this document affirm that I am fully aware of the dangers, risks and hazards of holding my breath while diving and the dangers associated with a rapid ascent. I certify that I am fully aware of the possibility that my equipment may malfunction during a dive which could include a free flowing regulator, stuck inflator button or unwanted inflation of my buoyancy compensator. I certify that I have been trained and know how to overcome these eventualities should they occur to me. I agree not to hold any of the individuals or entities named within this document responsible for any such act.

5. ____ (Initials) 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 air in any scuba tank(s) rented. I agree that I was informed in advanced that I would need to bring an air quality analyzer and an O2 analyzer to verify the contents of the scuba tank(s) I am renting and that I have personally checked for clean uncontaminated air, that they are free of any contaminants as well as contain the proper oxygen percentage mix for my dive plan, certification and ability. If I discover any of the scuba tank(s) rented do not have clean uncontaminated air I will cease all diving activity and will promptly notify the boat captain.

6. ____ (Initials) IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT AND BY SIGNATURE HEREON TO GIVE UP ALL RIGHTS TO SUE ANY INDIVIDUAL OR ENTITIES REFERRED TO WITHIN THIS DOCUMENT, WHETHER SPECIFICALLY NAMED OR NOT. FURTHERMORE IT IS MY EXPRESS INTENTION TO EXEMPT AND RELIEVE THE DIVE STORE, THEIR EMPLOYEES, AGENTS AND ASSIGNS AND TO EXPRESSLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY ACTIVE OR PASSIVE NEGLIGENCE RELATED IN ANY FASHION TO THE RENTAL AND MISUSE OF THIS EQUIPMENT. I SPECIFICALLY ASSUME ALL RISKS IN CONNECTION WITH THE RENTAL OF THE EQUIPMENT FROM VENTURE QUEST LLC, JEREMIAH KOGON AND OC DIVE BOAT SCUBA CHARTERS.

7. ____ (Initials) I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND I AGREE TO THE TERMS AND CONDITIONS HEREIN AND ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVE.

Signature

Date

Print Name

Date

Telephone

Permanent Address

City, State, Zip Code

SCUBA Diving Gear Rental Agreement

THIS AGREEMENT is entered into between Venture Quest, LLC, Jeremiah Kogon aka "OC Dive Boat" and the above signed and their guardian, 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 this equipment. RENTOR expressly assumes all risks 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 a certified scuba diver or student in a scuba diving course / program under the supervision of a certified scuba instructor.

RENTOR also understands that Venture Quest, LLC, Jeremiah Kogon aka "OC Dive Boat", 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 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 has inspected this equipment and acknowledge that it is in good working order including checking the quantity and quality of air in any scuba tank(s) rented.** Rentor accepts full financial responsibility for any equipment not returned. Rentor agrees to payment of full replacement cost for any equipment not returned or returned damaged. Rentor agrees to return all rented tanks with no less than 500 psi of air still in them. Rentor agrees to pay a maintenance fee of \$20 per tank for any tank returned with less than 500 psi remaining. In signing Rentor agrees to pay all rental fees as well as replacement and maintenance fees as outlined above.

_____ I ("Rentor") have thoroughly inspected the rental gear, I agree and acknowledge that the gear I have rented and received is in good working order.

_____ I ("Rentor") have been properly trained in my SCUBA Certification class how to safely overcome a SCUBA gear malfunction during my dive.

_____ I ("Rentor") agree to abort or cancel my dive if I find any rented SCUBA gear not functioning properly or functioning to my satisfaction.

Name: _____ Date _____

Phone Home: (_____) _____

Rentor's Signature _____ Date _____

Signature of Parent/Guardian (where applicable)

_____ Date _____