

# NEW ZEALAND DIVING LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT

Name \_\_\_\_\_ Date Rented \_\_\_\_\_ Date Due \_\_\_\_\_

Address \_\_\_\_\_ Date Returned \_\_\_\_\_ Received By \_\_\_\_\_

\_\_\_\_\_ Credit/EFTPOS Card Number

Phone Home (\_\_\_\_\_) \_\_\_\_\_

Phone Work (\_\_\_\_\_) \_\_\_\_\_ Exp. Date

Email Address \_\_\_\_\_ Signature\* \_\_\_\_\_

D/L No \_\_\_\_\_ State

Certification Level \_\_\_\_\_ Date \_\_\_\_\_ Certification # \_\_\_\_\_ Agency \_\_\_\_\_

I authorize New Zealand Diving to charge my credit card the daily rate if equipment is not returned by due date or damaged.

## RENTAL EQUIPMENT REQUIRED

QTY	ITEM	SIZE	SERIAL No	RATE	TOTAL
	DIVE CYLINDER				
	REGULATOR				
	With Computer				
	With Console				
	BCD				
	Mask				
	Fins				
	Snorkel				
	Boots				
	Wetsuit				
	Weight belt/weights				

# LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT & BOAT CHARTER SERVICES

THIS AGREEMENT is entered into between New Zealand Diving (2006) Ltd\_

and \_\_\_\_\_,  
Rental)

for the rental of scuba and/or skin diving equipment &/or provision of boat charter services.

## Please read carefully and fill in all blanks before signing.

This is a statement in which you are informed of the risks of hazards occurring whilst travelling to and participating in scuba dives either as a certified diver or as a student under the control and supervision of a certified scuba instructor. This statement covers recreational scuba dive trips and scuba dive trips carried out as part of a scuba diving class. This statement also sets out the circumstances in which you participate in the scuba diving trip at your own risk.

Your signature on this statement is required as proof that you have received and read this statement. It is important that you read the contents of this statement before signing it. If you do not understand anything contained in this statement then please discuss it with your instructor / dive professional. If you are a minor, this form must also be signed by a parent or guardian.

## WARNING

Skin and scuba diving have inherent risks which may result in serious injury or death.

Diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in a recompression chamber. Open water scuba diving trips may be conducted at a site that is remote, either by time or distance, from such a recompression chamber.

In addition, during boat travel to and from dive sites, you should follow all safety instructions from the captain / crew members and take care while getting on or off the boat and while on board to avoid slipping, falling or drowning.

## BOAT CHARTER SERVICES

### EXCLUSION OF LIABILITY

I understand and agree that neither Neil Bennett, Phillip Walker,  
(divemasters/crew members/captain)  
Liana Holt, nor the crew or the owner of the vessel, Midnight Diver, nor  
(vessel name)

**PADI International Ltd., nor PADI Americas Inc., nor their affiliate or subsidiary companies, nor any of their respective employees, officers, agents or assigns (hereinafter referred to as "Released Parties") accept any responsibility for any death, injury or other loss suffered or caused by me or resulting from my own conduct or any matter or condition under my control which amounts to my own contributory negligence, during or as a consequence of my participation in this scuba diving trip.**

**In the absence of any negligence or breach of duty by the crew or owner of the vessel, PADI International Ltd., PADI Americas, Inc., and all released entities and released parties as defined above, my participation in this scuba diving trip is entirely at my own risk.**

# RENTAL EQUIPMENT AGREEMENT

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.

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 also understand and agree that \_\_\_\_\_ New Zealand Diving (2006) Ltd \_\_\_\_\_,  
(Dive Center/Resort)

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.

I agree to reimburse New Zealand Diving 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.

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.

I, \_\_\_\_\_, HAVE CAREFULLY READ AND  
(Renter)

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.

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.

PARTICIPANTS NAME:

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

\_\_\_\_\_  
Date (day/month/year)

\_\_\_\_\_  
Signature of Parent/Guardian (where applicable)

\_\_\_\_\_  
Date (day/month/year)