



DUI DEMOTOUR EQUIPMENT RENTAL AGREEMENT



This agreement is entered into between Diving Unlimited International, and its dealers and _____, hereinafter referred to as the RENTOR, for the rental of scuba diving equipment. Test Diver Name

This agreement is a release of the RENTOR/DIVER's rights to sue for injuries or death resulting from the rental and/or use of this equipment. The RENTOR/DIVER expressly assumes all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

ATTACH TO THIS FORM (Circle One):

Credit Card _____
Driver's License _____
Date _____

Diver's Name _____ Diver's E-mail _____

Diver's Address _____ City _____ State _____ Zip Code _____

Diver's Phone Number _____ Diver's Certification # _____ Level _____ Verified (initials) _____

Name of your local Dive Shop? _____ Drysuit Certification # _____ Verified (initials) _____ DAN Insurance # _____

Silicone / Latex Silicone / Latex
ZipSeal Neck Size ZipSeal Wrist Size

Want to try ZipGloves? YES NO

RENTOR accepts responsibility for the equipment and agrees to pay for repair or replacement of any equipment not returned to DUI in working order at the agreed time.

RIGHT OF PUBLICITY

As a participant in DUI's DEMOTOUR, I hereby grant Diving Unlimited International the absolute right and permission to publish, copyright and use pictures of me in which I may be included in whole or in part, composite or retouched in character or form, in conjunction with this event and subsequent promotions.

Participant's Signature _____ Participant's Name (Printed) _____ Date _____

Signature of parent or guardian (where applicable) _____ Parent or Guardian's Name (Printed) _____ Date _____

FOR ALL DIVES

ITEM	CIRCLE <u>ALL</u> ITEMS ISSUED		SIZE	NOTES / TYPE	ISSUED BY	RETURNED BY
	YES	NO			Initials	Initials
HOSE						
BLUEHEAT™	Liner & Smart Battery System (SBS™)					
LIGHT & MOTION			N/A			
INTERSPIRO	Surface Supply	Full Face Mask				

DIVE 1

ITEM		CIRCLE <u>ALL</u> ITEMS ISSUED		SIZE	NOTES / TYPE <small>Circle Gender if Applicable</small>		ISSUED BY <small>Initials</small>	RETURNED BY <small>Initials</small>
DIVEWEAR	ECODIVEWEAR	Base Layer Top & Pants			Men's	Women's		
	ACTIONWEAR	Jumpsuit	150		Men's			
	PRO	Pullover & Vest	Pants 300 300					
	POLARTEC PS PRO	Jumpsuit 300						
	THINSULATE	Xm250	Xm 450		Men's			
	SOCKS	Polartec PS Pro		Xm 450				
DRYSUIT	TLS350	FLX EXTREME	CLX450		Men's	ID#		
	CF200	FLX50/50	30/30		Women's			
	TLSE	CNSE	CXO					
ACCESSORIES	ROCKBOOTS	YES	NO					
	WEIGHT & TRIM	YES	NO					
	ULTRA HOOD	YES	NO					
	GLOVES	ZIPGLOVES	WET GLOVES		Orange	Blue Neo/Kvlr		
	FINS	YES	NO					

DIVE 2

ITEM		CIRCLE <u>ALL</u> ITEMS ISSUED		SIZE	NOTES / TYPE <small>Circle Gender if Applicable</small>		ISSUED BY <small>Initials</small>	RETURNED BY <small>Initials</small>
DIVEWEAR	ECODIVEWEAR	Base Layer Top & Pants			Men's	Women's		
	ACTIONWEAR	Jumpsuit	150		Men's			
	PRO	Pullover & Vest	Pants 300 300					
	POLARTEC PS PRO	Jumpsuit 300						
	THINSULATE	Xm250	Xm 450		Men's			
	SOCKS	Polartec PS Pro		Xm 450				
DRYSUIT	TLS350	FLX EXTREME	CLX450		Men's	ID#		
	CF200	FLX50/50	30/30		Women's			
	TLSE	CNSE	CXO					
ACCESSORIES	ROCKBOOTS	YES	NO					
	WEIGHT & TRIM	YES	NO					
	ULTRA HOOD	YES	NO					
	GLOVES	ZIPGLOVES	WET GLOVES		Orange	Blue Neo/Kvlr		
	FINS	YES	NO					



DUI DEMOTOUR EXPRESS ASSUMPTION OF RISK & LIABILITY RELEASE

PARTIES

_____ [hereinafter DIVER] makes the following promises and representations to Diving Unlimited International, Inc., its agents and associates [hereinafter DUI] so that DUI will allow DIVER to participate. Without these promises and representations, DUI would not allow DIVER to participate.

EFFECT OF AGREEMENT

This document is a legal contract. DIVER GIVES UP VALUABLE RIGHTS, INCLUDING THE RIGHT TO SUE FOR INJURIES OR DEATH. Read it carefully. Do not sign unless or until you understand.

EXPERT STATUS

DIVER is a certified scuba diver (or a student in a scuba diving course or program under the supervision of a certified scuba instructor).

FITNESS TO DIVE

DIVER is physically and emotionally fit to participate today, and is not under the influence of drugs or alcohol.

ASSUMPTION OF RISK

DIVER understands that scuba diving is an adventure sport and involves known risks of serious personal injury or death. DIVER understands the scope and nature of such risks, and freely and voluntarily chooses to encounter and assume all such risks.

FULL RELEASE

DIVER fully releases DUI from any liability whatsoever resulting from diving or associated activities.

COVENANT NOT TO SUE

DIVER agrees not to sue DUI for personal injury arising from scuba diving or its associated activities. DIVER agrees that his heirs or executors may not sue DUI for death arising from scuba diving or its associated activities.

INDEMNITY AGREEMENT

DIVER agrees to indemnify and hold DUI harmless from and against claims or losses arising out of scuba diving or its associated activities, whether initiated by DIVER or any other person or organization on DIVER'S behalf. This indemnity obligation includes reimbursement of all legal costs and reasonable attorneys' fees incurred by DUI for the defense of any such actions that may arise directly or indirectly from DIVER'S participation in scuba diving, the DUI DEMOTOUR or its associated activities.

ARBITRATION

Diver agrees any and all claims against DUI not effectively released by this agreement will be determined by arbitration in accordance with the rules of the American Arbitration Association, and not by lawsuit or resort to court process (except as applicable law provides for judicial review of arbitration proceedings). The decision of the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be awarded actual costs and attorneys' fees necessarily incurred in addition to any other relief.

DIVER HEREBY GIVES UP THE RIGHT TO A COURT TRIAL AND A TRIAL BY JURY.

DIVER has read and understood this agreement.

_____ Initials

DIVER is of lawful age to make this agreement or has acquired the written consent of parent or guardian.



Participant's Signature

Participant's Name (Printed)

Date

Signature of parent or guardian (where applicable)

Parent or Guardian's Name (Printed)

Date