



# DUI DOG RALLY & DEMO TOUR 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.

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)	
ZipSeal Neck Size	ZipSeal Wrist Size	DAN Insurance #	
Date Out	Processed by	Date Returned	Processed by

**ATTACH TO THIS FORM:**      Type of Deposit (CIRCLE ONE):      Credit Card      Driver's License

ITEM	CIRCLE ALL ITEMS ISSUED <small>** Designates NEW Product</small>	SIZE	ID#	NOTES / TYPE <small>Circle Gender if Applicable</small>	ISSUED BY <small>initials</small>	RETURNED BY <small>initials</small>
HOSE	YES                  NO		N/A			
DIVEWEAR	ELECTRIC	Electric		Men's		
	BASE LAYER	ECO 2-Piece **	StretchLiner 100	Men's   Women's		
	POLARTEC PS PRO **	Jumpsuit 300		Men's   Women's		
	ACTIONWEAR	Pro 2-Piece 300	Jumpsuit 150	Men's		
		Vest 300		Men's		
THINSULATE	Xm250	Xm450	Men's			
DIVEWEAR SOCKS	Polartec PS Pro	Xm450	N/A			
DRYSUIT	TLS350	FLX EXTREME	CLX450	Men's Women's		
	CF200	FLX50/50	30/30			
	TLSE	CNSE	CXO **			
ROCKBOOTS	YES                  NO		N/A			
WEIGHT & TRIM	CLASSIC	WT2	N/A			
ULTRA HOOD	YES                  NO		N/A			
GLOVES	ZIPGLOVES	WETSUIT GLOVES	N/A	Orange   Blue   Neo/Kvlr		
INFLATION SYSTEM**	YES                  NO	N/A				
FINS	YES                  NO		N/A			
OTHER						

~ CONTINUED ON REVERSE SIDE - SIGNATURE REQUIRED ~

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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 DOG Rally & Demo Tour, 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



# DUI DOG RALLY & DEMO TOUR EXPRESS ASSUMPTION OF RISK & LIABILITY RELEASE



**PARTIES**

\_\_\_\_\_ [hereinafter DIVER] makes the following promises and representations to Diving Unlimited International, Inc., it's 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 DOG Rally & Demo Tour 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