SOUTH WEST TECHNICAL DIVING

Hilltop, Mitchelstown East, Kinsale, Co Cork, Ireland

dive@swt.ie 086-313-1275

**EQUIPMENT RENTAL AGREEMENT**

THIS AGREEMENT is entered into between South West Technical Diving and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter “RENTOR,” for the rental of scuba and/or technical 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 and/or technical 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 further agrees not to pledge, loan, or otherwise dispose of any of the rental equipment and agrees that RENTOR will assume responsibility for any and all damages or loss to said equipment, and agree to pay the full cost of repairs if it is in any way rendered out of service, whether this occurred through accident, neglect or misuse. In case of loss or destruction of equipment the RENTOR assumes full liability for new replacement.

RENTOR 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, including checking both the quality, blend and quantity of air in any scuba tank(s) rented.

RENTOR also understands that South West Technical Diving 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.

I HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE SOUTH WEST TECHNICAL DIVING 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.

Lessee Name

Lessee Address

Date Due Time Due

**A Cleaning charge will be made on items returned uncleaned**

**Schedule of Equipment**

Cylinders/fills – gas sheets must be completed

**Rentor is responsible for verifying all cylinder contents prior to diving**

Weights

Regs

DPV’s

Other

**Card Details:**

Card Type (visa/master/amex)

Name on Card

Billing Address

Start Date Expiry Date

Security Code

Card Issuer

In the event that items are lost, damaged or not returned a charge equal to returning the item to the condition in which it was rented, or replacing the item on an as new basis will be made.

If the credit card fails to cover this charge the rentor/lessee offers a personal and unconditional guarantee for any shortfall.