



EQUIPMENT RENTAL AGREEMENT LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK



Last Name _____ First Name _____ MI _____

DoD ID Number _____ Rank _____ Branch **Army** **Navy** **AF** **USMC** **Civ**

Address _____ Cell Phone _____

_____ Email Address _____

Unit _____ Work Phone _____

Certification Agency _____ Level _____ Dive Number _____

Sea Condition: _____ Initial: _____

THIS AGREEMENT is entered into between Tsunami Scuba and _____, hereinafter "RENTOR," for the rental of scuba and/or skin-diving equipment. Print Name

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 **skin** and/or **scuba diving** related in any way to the rental and/or use of this equipment.

Item	Serial Number	Qty	Daily Rate	Item Total
Snorkel Vest	Daily usage fee of \$4.00 will apply after 3 days.		--	
BCD	XS S M L XL XXL		\$8.00	
Regulator			\$9.00	
Mask & Snorkel			\$7.00	
Fins	XS S M L XL XXL		\$7.00	
Wetsuit	XS S M L XL XXL		\$7.00	
Weights	2's 3's 4's 5's		\$5.00	
Aluminum Tank			\$6.00	
EAN Tank			\$12.00	
Suunto ZOOP			\$20.00	
Comments			Sub Total	
I am responsible for the care and handling of a wrist mounted Suunto Zoop computer. I will rinse the computer with fresh water, keep out of sunlight, and avoid dropping/crushing . Any loss or damage to the computer, as determined by MCCS, will require me to pay full retail replacement value to Tsunami Scuba _____			Days	
			Total	

RENTOR OR GUARDIAN MUST INITIAL EACH BLOCK ON THE REVERSE SIDE OF THIS FORM

Rental Date	Attendant	Due Date	Return Date	Attendant
	Sign: RecTrac:			Received: RecTrac: Sanitized:

*Customer must possess a SOFA Status ID Card and a valid Scuba Diving Certification Card prior to issue of applicable equipment.
(Rev. 01/23) Version 6.14

EQUIPMENT RENTAL AGREEMENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

_____ RENTOR hereby acknowledges that he/she has read and understands MARFORJO 5101.1 dated 19/Jan/2021 (SOP for Recreational Water Activities). RENTOR has read and understands the current sea conditions in both the East and West sectors of Okinawa. RENTOR also understands that it is his/her responsibility to be aware of the current sea conditions and to accurately assess his/her abilities according to his/her experience/certification level. The final decision, regardless of posted sea condition, of whether or not to enter the water rests with the RENTOR.

_____ RENTOR hereby acknowledges receipt of the equipment designated on this form and has knowledge/experience regarding its intended use. If any of this equipment is used for scuba diving, that RENTOR is a certified scuba diver.

_____ RENTOR acknowledges the **ability to individually sanitize** each piece of equipment being rented with sanitation supplies provided by Tsunami Scuba before departing the facility where rented.

_____ RENTOR having acknowledged MARFORJO 5101.1A above further acknowledges his/her understanding of the required equipment for Scuba Diving and Snorkeling and how to operate the equipment being rented.

_____ **Snorkelers Only** – I hereby decline the required snorkeling vest offered by MCCA Tsunami Scuba at no charge.

_____ 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 obvious defects, including checking quantity of air in any scuba tank(s) rented.

_____ RENTOR also understands that Tsunami Scuba 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 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 agrees to reimburse Tsunami Scuba 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.

_____ RENTOR understands that there will be no refunds/rental credits for rental equipment except for a cancellation of class, declaration of Sea Condition Danger, or operational commitment i.e. recalled to duty (must have documentation). Equipment must be returned UNUSED within two hours of change in Sea Condition; if the facility is closed, the equipment must be returned within the first hour of operation the next business day.

_____ RENTOR agrees to pay an inspection service charge of \$60 if a regulator is returned without the dust cover replaced correctly or \$15 if any cylinder is returned with less than 300 PSI.

_____ RENTOR understands that all equipment is due no later than 30 minutes prior to closing the following day of rental and that, the RENTOR will be charged an additional day's rental fee for equipment returned after that time.

_____ **YOU, THE RENTOR, MUST PERSONALLY RETURN THE EQUIPMENT. NO ONE ELSE CAN RETURN THE GEAR FOR YOU. NO EXCEPTIONS!!!!**

_____ **YOU, THE RENTOR are responsible for the return of the equipment issued to you as notated on this rental agreement. This rental equipment is YOUR RESPONSIBILITY and any late and/or replacement fees will be the responsibility of you, the RENTOR.**

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, _____, HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE TSUNAMI SCUBA 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.

Participant's Signature

Date (day/month/year)

Signature of Parent/Guardian (where applicable)

Date (day/month/year)