



LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

THIS AGREEMENT is entered into between ALASKA FREEDIVER, and _____ (Rantor), hereinafter "RENTOR," for the rental of skin diving/snorkeling 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 risk of skin diving, snorkeling, or swimming 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 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.

RENTOR understands that skin diving, snorkeling, and swimming are a hazardous activity with inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of the sea, as well as acts of fellow divers which could result in serious injury or death. By way of RENTOR'S signature, RENTOR expressly assumes all risks of skin diving, snorkeling, or swimming and all associated risks, whether these risks are specifically set forth or not.

By signing this document, I _____ (Rantor), express intention to give up my right to sue ALASKA FREEDIVER and its employees, owners, officers, or agents (hereinafter "RELEASED PARTIES"), whether specifically named or not, from all liability arising as a consequence of any act or omission including, but not limited to, active or passive negligence, including gross negligence. I fully agree to indemnify and hold the RELEASED PARTIES harmless from any and all liability for personal injury of any sort, including wrongful death or other damages on behalf of myself, my heirs and assigns, and I expressly assume all risks in connection with skin diving, snorkeling and swimming activities.

By way of my voluntary signature, I agree that I have read fully and understand this document in its entirety. I understand that this is a legally binding contract not to sue.

RENTOR NAME (print): _____

PERMANENT STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ E-MAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____