



Seatasea, LLC  
 6545 4<sup>th</sup> St SW  
 Cedar Rapids, IA 52404  
 319-365-6066

## SEATASEA WATERSPORTS CENTER EQUIPMENT RENTAL AGREEMENT LIABILITY RELEASE AND ASSUMPTION OF RISK

Name (Rentor)	Cert Agency:	Rating:	or CLASS:
Address	Date Rented:	Date Returning:	
City/State/Zip	Total Days Rented:		
Phone	Equipment prepared by:		
Email:			

Qty	SCUBA EQUIPMENT	Ser#, SZ Model	Days	Daily Rate	Extended \$
	Reg Apeks/Gekko DC			\$25	
	BC – Latitude/Pro QD			\$15	
	BC – Halcyon Infinity			\$20	
	Wetsuit 7mm Jump			\$15	
	Wetsuit 3mm Jump			\$15	
	Wetsuit 2mm Shorty			\$15	
	Hood			\$5	
	Gloves			\$5	
	Boots (Neoprene)			\$5	
	Mask			\$5	
	Snorkel			\$5	
	Fins – Open Heel			\$5	
	Fins – Full Foot			\$5	
	Weight Belt/Weights			\$.25	
	Tank (Air)			\$10	
	Tank (EAN 32%)			\$20	
	Dive Computer Wrist			\$15	
	Boots (Rock Boots)			\$5	
	Dry Suit Pkg (suit/undies/boots)			\$60	
	Dry Suit Only			\$40	
	Dry Suit Undies			\$20	
	<b>Cold Water Pkg</b> (regs, DC, BC, Wetsuit, Hood, Gloves, 1-tank, weights)			\$60	
	<b>Kayak</b>			\$45	
	(inc: 1 - Paddle)				
	(inc: 1 - PFD)				
	<b>Kayak- Tandem</b>			\$60	
	(inc: 2 Paddles)				
	(inc: 2 PFDs)				
	Kayak Paddle			\$10	
	PFD			\$5	
	Spray Skirt			\$5	
	Kayak Trailer			\$5	
<b>TOTAL</b>					\$

**- Weekly Rates:** (7 days) = 4 days x rental rate (Example... 1 week rental of Regulator with computer 4 x \$25 = \$100)

- BC and Regulator rental includes carry duffel.

**Equipment must be returned clean** or cleaned on premise. \$10 cleaning charge for all equipment not returned clean.

**IMPORTANT:**

All equipment rental requires completion of our rental release.

All rental of SCUBA Regulators, Buoyancy Compensators and SCUBA tanks require proof of Open Water Diver SCUBA certification or instruction from the person who is actually using the equipment. Dry Suit Rental requires proof of Dry Suit Certification. EAN rentals or fills require proof of EAN Certification.

Transportation of kayaks or Canoes is the responsibility of the rentor. Seatasea does not provide or rent boat carriers for your vehicle. (we sell them though) We will help you load your boat. We will not help you tie it down.

Your personal insurance must cover the rental of our trailer. We do not have any insurance on the trailers.

**SEATASEA WATERSPORTS CENTER  
LIABILITY RELEASE AND ASSUMPTION OF RISK  
EQUIPMENT RENTAL AGREEMENT**

THIS AGREEMENT is entered into between SEATASEA, LLC (dba: Seatasea Watersports Center) and

\_\_\_\_\_ for the rental or use of scuba and/or skin diving equipment, and/or paddling equipment.

This AGREEMENT is a release of my rights to sue for injuries or death resulting from the rental and/or use of this equipment. I expressly assume all risks of skin and/or scuba diving and/or paddling related in any way to the rental and/or use of this equipment.

I hereby acknowledge receipt of the equipment designated on my sales receipt or this form, and, if any of this equipment is to be used for scuba diving I affirm I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

I acknowledge that the equipment is in good working condition and that I have examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of gas in any scuba tank(s) rented.

I acknowledge that skin diving, scuba diving and paddling are physically strenuous activities, that I will be exerting myself during these activities, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I also understand and agree that Seatasea, LLC and its employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in anyway for any injury, death or other damages to me, my family, estate, 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 agree to reimburse Seatasea, LLC 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. I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. 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 understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE THE RELEASED PARTIES 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.

I have fully informed myself and my heirs of the contents of this Liability Release and Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date (day , year)

\_\_\_\_\_  
Signature of Parent/Guardian (where applicable)

\_\_\_\_\_  
Date (month, day, year)