

Waiver of Liability

For User

As an essential part of the consideration for the use of the Lamartek, Inc. (dba Dive Rite (herein "Dive Rite") Closed Circuit Rebreather Underwater Breathing Apparatus, and/or the Juergensen Marine (herein "Juergensen") Hammerhead Closed Circuit rebreather electronics to the User, _____, the User, for him / herself, his / her executors, heirs, successors, and assigns, and Manufacturer / Seller, Dive Rite, Juergensen, agree to the following terms and provisions:

1.0 User **VOLUNTARILY RELEASES, DISCHARGES, WAIVES AND RELINQUISHES ANY AND ALL ACTIONS, CLAIMS, OR CAUSES OF ACTION** for injuries or damages to his / her person or property whether arising as a result of or based on any **NEGLIGENT ACT OR OMISSION OF THE MANUFACTURER / SELLER OR OTHERWISE** in connection with the design, materials, assembly, structural integrity, performance, instructions for operating, or use, or for operation of the Dive Rite Rebreather, Juergensen Hammerhead electronics or any of its component parts.

_____ Read and Understood (user to initial)

2.0 User voluntarily **ASSUMES ALL RISK OF INJURY, DEATH, OR DAMAGE** to his / her person or property arising from or in conjunction with the use or operation of the Dive Rite Rebreather, Juergensen electronics, or any of its component parts.

_____ Read and Understood (user to initial)

3.0 User understands and is aware that SCUBA / Rebreather diving is an inherently dangerous and hazardous activity, and **VOLUNTARILY ASSUMES ALL RISKS OF INJURY, DEATH, DAMAGE, OR LOSS OF ANY KIND** occurring while SCUBA / Rebreather diving or working with the Dive Rite Rebreather, Juergensen electronics, or while relying on the Dive Rite Rebreather, Juergensen electronics's, or components data, prior, during, or subsequent to SCUBA / Rebreather diving.

_____ Read and Understood (user to initial)

11.0 User and Manufacturer / Seller agree that the terms and provisions of this **"WAIVER OF LIABILITY"** agreement shall be severable, and should any term of provision be found unenforceable, that term or provision shall be binding and enforceable to the extent permitted by law and the remainder of this agreement shall be binding and enforceable in accordance with its terms to the full extent permitted by law .

_____ Read and Understood (user to initial)

12.0 User hereby acknowledges that the Dive Rite Rebreather, Juergensen electronics and components provided are experimental in nature, and as such, Juergensen cannot provide any warranty as to the use, operation, or fitness of this equipment.

_____ Read and Understood (user to initial)

13.0 User understands and acknowledges that the manufacturing and use of this Dive Rite Rebreather, Juergensen electronics, or components would not be possible at any price without the existence of this **"WAIVER OF LIABILITY"**.

_____ Read and Understood (user to initial)

14.0 **IT IS THE INTENTION OF THE USER, TO EXEMPT AND RELIEVE MANUFACTURER / SELLER AND ITS PRINCIPALS, EMPLOYEES, AND AGENTS FROM LIABILITY FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY ARISING FROM NEGLIGENCE OR OTHERWISE.**

_____ Read and Understood (user to initial)

15.0 **USER, HAS READ AND FULLY UNDERSTANDS THE TERMS AND PROVISIONS OF THIS "WAIVER OF LIABILITY" AGREEMENT AND VOLUNTARILY SIGNS AND AGREES TO BE BOUND BY IT.**

Name (Printed)

Address (Street, City, State, Country)

User (Signature)

Date

Witness

Date

Personal Diver Information

Contact Information¹

Name:

Address:

Phone Home:

Phone Work:

Phone Cell:

E-mail Address:

Certification Process

In order to receive your user codes, you need to have 1 of the following done;

1. Already be a certified Optima diver.

Training Agency: _____

Certification Number: _____

2. Successfully pass an Optima diver course.

Instructor Agency: _____

Instructor Name: _____

Instructor Contact Number: _____

If you are taking an Optima course from a certified instructor, the user code will be sent to your instructor in order to unlock your unit for the course. Only upon completion of the course will the instructor provide you with the code.

¹ This information will be kept confidential and used solely for the purpose of product updates