

# 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 Optima 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 Optima 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 Optima Rebreather, Juergensen electronics, or while relying on the Dive Rite Optima Rebreather, Juergensen electronics's, or components data, prior, during, or subsequent to SCUBA / Rebreather diving.

\_\_\_\_\_ Read and Understood (user to initial)

4.0 User agrees that he / she will not make a claim against or sue the Manufacturer / Seller or its principals, employees, or agents for any injuries or damage to persons or property arising in conjunction with the use of or working with the Dive Rite Optima Rebreather, Juergensen electronics, or components. Further, User agrees to **INDEMNIFY, SAVE HARMLESS, AND REIMBURSE** the Manufacturer / Seller or its principals, employees, or agents for all costs, attorney's fees, judgements, or settlements in any and all actions, claims, or causes of action for injuries or damage to persons or property arising in conjunction with the use of or working with the Dive Rite Optima Rebreather, Juergensen Hammerhead electronics, or components due to the Manufacturer's / Seller's negligence or otherwise, wherever and by whomever such action, claim, or cause of action is asserted.

\_\_\_\_\_ Read and Understood (user to initial)

5.0 User understands that Manufacturer / Seller makes this sale or use of the Dive Rite Optima Rebreather, Juergensen electronics or components without any express or implied warranties of merchantability or fitness for a particular use or purpose, and that the Dive Rite Optima Rebreather, Juergensen electronics, or components are hereby accepted in "as is" condition by User.

\_\_\_\_\_ Read and Understood (user to initial)

6.0 Use of the Dive Rite Optima Rebreather, Juergensen electronics or components are permitted only upon this "Waiver of Liability" required herein, and is for "Optima Rebreather Certified Divers" or "Optima Rebreather Trainees Under Recognized Instructor Supervision" only. The User agrees and understands that the Dive Rite Optima Rebreather, Juergensen electronics and components are only to be used with out instructor monitoring after successful completion of an agency approved Optima Rebreather Training Course and acceptance by Dive Rite of the User's successful completion of an agency approved Optima Rebreather Training Course" and only upon the "waiver of Liability" required herein.

\_\_\_\_\_ Read and Understood (user to initial)

7.0 The User agrees to attend and successfully complete re-qualification training courses as outlined by recognized training agencies. The User agrees that these re-qualification training courses must be successfully completed and further agrees that the successful completion of these courses is necessary in order to continue the use of the Dive Rite Optima Rebreather, Juergensen electronics, or components. In no event does the successful completion of these courses imply a release or abrogate any of this "Waiver of Liability".

\_\_\_\_\_ Read and Understood (user to initial)

8.0 User agrees that the use of this Dive Rite Optima Rebreather, Juergensen electronics or components are for the use by the User only. The User further agrees that he / she will not allow any non Dive Rite Optima Rebreather, Juergensen electronics or component Trained person to use the Rebreather.

\_\_\_\_\_ Read and Understood (user to initial)





## **Personal Diver Information**

### **Contact Information<sup>1</sup>**

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.

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