

**NOTICE! THIS IS A RELEASE OF YOUR RIGHTS TO SUE FOR STRICT
PRODUCT LIABILITY OR NEGLIGENCE. READ IT CAREFULLY!**

**InnerSpace Systems Corporation
User Agreement Release of Liability
And Express Assumption of Risk
Agreement**

The following (hereinafter referred to as the “Agreement” or “Release of Liability”) is an important legal document. Allow yourself sufficient time for reflection and thought, and time to carefully read and understand the implications of signing this release before you sign it. Also be sure that family members are fully apprised of the potential for injury or death when using this product, and understand that this is a contract between you and InnerSpace Systems Corporation, hereafter known as ISC, and that by signing this document you and your family and other pertinent parties are agreeing to give up your rights to sue for strict product liability or negligence should you be injured or killed while diving with an ISC rebreather.

- Please read each paragraph carefully. Your initials indicate you understand and agree to all of the information and terms contained therein.

Each numbered paragraph and subparagraph must be initialed by you, the end user. You, the witness to your signature, and the instructor/sales representative, must initial each page in the footer. Your signature must be witnessed and both your and your witness’s signatures (and legible information relating to each) must be presented on the signature page.

The instructor/sales representative signatures and initials may be performed separately, if necessary.

As an essential part of the consideration and privilege for the utilization of the ISC Closed Circuit Rebreather (“CCR”), hereafter known as CCR, and Decompression Systems to the User, I (Print Full Legal Name) _____, the User, for himself or herself, his or her estate, survivors, executors, heirs, successors, and assigns, agree to the following terms and provisions:

----- 1) I affirm that I will be truthful and honest with regards to my experience, training and capabilities in the information I provide in this Agreement. Further, that I have the proper training experience in the sport of SCUBA diving necessary to assume the risk of advanced/technical diving and advanced life support equipment associated with the sport of Technical SCUBA Diving.

----- 2) I acknowledge I have taken a formal training course of instruction from an ISC approved dive training organization or dive training professional and have received a certification equivalent to the level of diving I intend to perform, or that I am currently taking or enlisted in an ISC approved dive training organization’s or dive training professional’s course and will receive a certification for the level of diving I intend to perform.

----- 3) I represent and warrant that I have no physical infirmity that is a contradiction to diving or contradiction to exposure to hyperbaric and hyperoxic conditions / environments / breathing media.

----- 4) I understand, and am fully aware, that the following are just some of the inherent risks and hazards associated with using CCRs and Decompression Systems associated with ISC CCR systems:

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equipment and software malfunction and/or failure, including those which may result from design, assembly, and/or manufacturing defect, as well as those risks arising from improper and/or negligent operation, and those inherent hazards related to diving in a hyperbaric environment; decompression sickness, embolism, hyperoxia, hypoxia, hypercapnia, narcosis, barotrauma, hyperbaric injuries, drowning, and other hazards relating to scuba diving. I know full well that participating in this activity may include personal injury, property loss or damage, and/or death of myself or others.

----- 5) I understand that all electronic controls, instruments, and breathing loops associated with rebreathers are inherently subject to random and spontaneous failures, and that those subjected to aquatic environments are especially prone to failure. As such, I agree and acknowledge that I will not conduct any dive operations using the ISC CCR and Decompression System without the appropriate redundant breathing gas supply and decompression tables that I can use in the event of failure of the rebreather's breathing loop or decompression system or both.

----- 6) I also fully understand that problems may arise pre, post, and during diving operations when using an ISC CCR and Decompression System, that even if dealt with properly may have fatal or near fatal consequences. It is therefore mandatory that I understand specifically how ISC CCR and Decompression Systems work, the purpose of every component, maintenance of the components, the contingency planning necessary for the dive if problems arise, and the operational planning necessary for a diving operation.

----- 7) I understand that it takes time to become aware of idiosyncrasies of rebreather diving and of the ISC CCR and Decompression Systems, and that it takes time diving the specific rebreather to become proficient with the apparatus and operational procedures. I understand that experience comes with time and that experience will be built up gradually. I understand and agree that I will dive the ISC CCR on a reasonable and consistent basis to maintain proficiency in its use, including buoyancy control. I fully understand that as part of the operational planning of diving an ISC CCR and Decompression System that I will properly plan the diving operation to cover those contingencies that may appear during the diving operation, and be equipped to safeguard myself and those that I am diving with.

----- 8) I **VOLUNTARILY RELEASE, DISCHARGE, WAIVE, AND RELINQUISH ANY AND ALL ACTIONS, CLAIMS, OR CAUSES OF ACTION** against ISC, its officers, principals, employees, assigns, or agents, as well as all authorized dealers, distributors, and their officers, principals, members, employees, assigns or agents (hereinafter "Released Parties") for my death, or injuries or damages to my person or property whether arising as a result of or based on any **PRODUCT DEFECT, WHETHER BY DESIGN OR MANUFACTURE, FAILURE TO WARN, OR NEGLIGENT ACT OR OMISSION OF THE RELEASED PARTIES** in connection with the design, materials, assembly, structural integrity, performance, instructions for operating, or use, or for operation of the ISC CCR and Decompression Systems or any of its components parts.

----- 9) I expressly, personally, and voluntarily **ASSUME ANY AND ALL RISK OF INJURY, DEATH, OR DAMAGE** to my person or property arising from or in conjunction with the use or operation of the ISC CCR and Decompression Systems.

----- 10) I understand and am aware that scuba diving, especially scuba diving utilizing a rebreather and/or involving mandatory decompression, is an inherently dangerous and hazardous activity, and I **VOLUNTARILY ASSUME ALL RISK OF INJURY, DEATH, DAMAGE, OR LOSS OF ANY KIND** occurring while diving or working with the ISC CCR and Decompression Systems or while relying on the ISC CCR / Decompression Systems data, prior, during, or subsequent to diving.

----- 11) I agree that I or my heirs, estate, or survivors will not make a claim against or sue the Released Parties for my death or for any injuries or damage to me or my property arising in conjunction with the use of, or working with, the ISC CCR and Decompression Systems. Further, I agree to **INDEMNIFY**,

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SAVE, HOLD HARMLESS, AND REIMBURSE the Released Parties for any and all awards, judgements, costs, attorney fees, or settlements in any and all actions, claims, or causes of action for injuries, claimed wrongful death or damage to persons or property arising in conjunction with the use of, or working with, the ISC CCR and Decompression Systems due to the Released Parties' strict product liability or negligence, wherever and by whomever such action, claim or cause of action is asserted.

----- 12) I understand that ISC makes this sale or use of the ISC CCR and Decompression Systems without any express or implied warranties of merchantability or fitness for a particular use or purpose, and that the ISC CCR and Decompression Systems is hereby accepted in "as is" condition by me.

----- 13) I understand that any modifications to the ISC CCR and Decompression System of any kind other than those made by ISC, its officers, principals, assigns, employees, or agents, are considered "**UNAUTHORIZED**" and are to be considered "**EXPERIMENTAL**". I assume full responsibility for injuries or damages to my person or persons and property as a result of those "**UNAUTHORIZED**" modifications.

----- 14) I understand the use of the ISC CCR and Decompression Systems is permitted only upon signing this Release of Liability, and is for "ISC CCR and Decompression Systems Trainees Under ISC Recognized Instructor Supervision" only. I agree and understand that the ISC CCR and Decompression Systems is only to be used without instructor monitoring after successful completion of the ISC CCR and Decompression Systems Training Course and acceptance by ISC of my successful completion of the ISC CCR and Decompression Systems Training Course, and only after I agree to and sign this Release of Liability.

----- 15) I agree to attend and successfully complete a re-qualification training course or whatever training is needed to upgrade to a level of proficiency desired, as designated by ISC and outlined in the ISC CCR/Decompression Systems Training Course. I agree that these re-qualification/proficiency training courses must be successfully completed in a timely fashion, and further agree that the successful completion of these courses is necessary in order to continue the use of the ISC CCR and Decompression Systems. In no event does the successful completion of these courses imply a release or abrogate any aspect of this Release of Liability.

----- 16) I agree that the use of this ISC CCR and Decompression System is for my personal use only. I agree that I will not allow any non-ISC CCR and Decompression System trained person to use the CCR and Decompression System.

----- 16.1) Further, in the event that person(s) other than me are to use this ISC CCR and Decompression System, notwithstanding the provisions of paragraph 16 above, I agree to assure their successful completion of the ISC Training Course and to obtain their agreement to the terms and provisions of this RELEASE OF LIABILITY, as evidenced by their witnessed signature(s) prior to delivery of this ISC CCR and Decompression System to the User.

----- 16.2) In the event that person(s) other than myself as identified in paragraph 16.1 fail or refuse to successfully complete ISC CCR and Decompression Systems Training and / or to sign this RELEASE OF LIABILITY pursuant to paragraph 16.1, ISC has the right to refuse delivery until such signature(s) have been obtained, or alternatively, to cancel completely the availability of the ISC CCR and Decompression System to User.

----- 17) In the event that I allow or permit this ISC CCR and Decompression System to be used by or transferred to any person who is not a successful graduate of ISC's training courses and a signatory to this RELEASE OF LIABILITY agreement pursuant to paragraph 16.2, such user or transferee shall be considered an unauthorized user of the ISC CCR and Decompression System.

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----- 17.1) I agree to **INDEMNIFY, SAVE, HOLD HARMLESS, AND REIMBURSE** the Released Parties for all awards, judgements, costs, attorney's fees, judgments, 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 the ISC CCR and Decompression System by an unauthorized user wherever and by whomever such action, claim, or cause of action is asserted.

----- 18) I agree that this Agreement is to be governed by the laws of the State of Washington and that said law shall govern any dispute between me, my heirs, estate, or survivors and any of the Released Parties arising from the activities covered by this Agreement. In the event this Agreement is violated and suit is brought against any of the Released Parties, I agree to waive my right to jury trial, and agree that Lewis County, Washington shall be the sole venue for any suit or action arising from the activities covered by this Agreement.

-----19) I hereby agree that if I choose to breach this Agreement by bringing a lawsuit or other claim for damages or injunctive relief of any kind, that I will bring said lawsuit or other claim for relief only in the court system of Lewis County, Washington, waiving any right I may have to trial by jury, and that said lawsuit or other claim shall be brought no later than one (1) year from the date of the accident, incident, or occurrence upon which the lawsuit or other claim for relief is brought.

-----20) I agree that the terms and provisions of this Agreement shall be severable, and should any term or provision be found unenforceable to the extent permitted by law, that the remainder of the Agreement shall be binding and enforceable in accordance with its terms to the full extent permitted by law.

-----21) I agree and acknowledge that the terms and conditions of this Agreement shall continue in force and effect now and in the future and all times during which I participate in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf.

-----22) **FINAL WARNING:** I agree and acknowledge that:

----- 22.1) **DIVING IS AN INHERENTLY DANGEROUS ACTIVITY THAT MAY RESULT IN INJURY OR DEATH TO ME.**

----- 22.2) **NO DIVING PROFILE AND/OR ANY DECOMPRESSION ALGORITHM CAN ASSURE ME THAT I WILL NOT BE INJURED OR KILLED OF DECOMPRESSION SICKNESS.**

----- 22.3) **REBREATHER, DECOMPRESSION, DEEP DIVING, CAVE & WRECK PENETRATION AND THE USE OF MIXED GAS WHILE DIVING ARE EXTREMELY HAZARDOUS ASPECTS OF AN ALREADY DANGEROUS ACTIVITY.**

-----23) **I REAFFIRM THAT SCUBA DIVING/ REBREATHER DIVING/DECOMPRESSION DIVING IS A HAZARDOUS ACTIVITY AND THAT ACCIDENTS CAN HAPPEN EVEN IF I AND MY EQUIPMENT PERFORM TO THE BEST OF MY ABILITY AND EQUIPMENT PERFORMANCE. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR MY DEATH OR INJURIES OR DAMAGES TO ME OR MY PROPERTY ARISING FROM THE RELEASED PARTIES' STRICT PRODUCT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION I MAY HAVE AGAINST THEM.**

-----24) **I HAVE READ AND FULLY UNDERSTAND THE TERMS AND PROVISIONS OF THIS AGREEMENT AND VOLUNTARILY SIGN AND AGREE TO BE BOUND BY IT.**

