

REBREATHER & SMART BATTERY REGISTRATION FORM
Poseidon Electronically Controlled Closed-Circuit Rebreather

Rebreather Center to Complete

1) Check ONLY if purchase is not for Rebreather Resale Center Name

Signed for and on behalf of Rebreather Center. The signer warrants that they will not resell this Rebreather or Smart Battery without completing this registration form and release at the time of sale.

Name Signature

2) Retail Purchaser to Complete

First Name Last Name

Phone Company Name (if applicable)

Email

Address

City State

ZIP Country

3) Rebreather Dive Certification

If you are Dive Certified for the product you are buying, please attach a copy of your Certification
If you are not Certified, attached a copy of your instructor's Certification

4) Liability Release

Please read, sign and attach a copy of the Liability Release & Express Assumption of Risk Agreement

5) Poseidon to Complete

E-Module Serial # Smart Battery Serial #

Liability Release received Certification Received (Diver / Instructor)

Rebreather Ship Date Battery Ship Date

If Box (1) is checked, then Liability Release and Certification evidence not required
A copy of this form is filed on the SF Business / Person Account and original is filed in the Rebreather Owners Ledger
This form should be used for resale of ex-demo rebreathers / batteries



POSEIDON DIVING SYSTEMS, INC.

1720 Main Street | Venice | California 90291 | USA | Phone: +1 (310) 821-8800 | Fax: +1 (310) 881-7800
E-mail: usa@poseidon.com | www.poseidon.com

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT

Poseidon Electronically Controlled Closed Circuit Rebreather

Use of Rebreather Equipment, including the Poseidon Discovery MK VI or Poseidon SE7EN and associated upgrades (“the Rebreather”) carries with it certain responsibilities and risks that are not present when using open circuit scuba equipment. Furthermore, extensive experience diving with open circuit scuba equipment does not necessarily transfer to diving with a Closed Circuit Rebreather (“CCR”). Accordingly, Poseidon Diving Systems AB Poseidon”) will not sell the Rebreather to anyone unless they first acquire the knowledge, skills and training that are necessary to safely use the Rebreather; they agree to assume the risks associated with diving and with using the Rebreather, including the risk of serious bodily injury and death; and they agree to release Poseidon from all liability associated with the sale and use of the Rebreather.

By signing this Liability Release and Express Assumption of Risk Agreement (“Agreement”) for the Rebreather, you are knowingly and voluntarily agreeing to the terms contained within. Furthermore, you fully recognize that you are waiving important legal rights for yourself, your family, estate, heirs and assigns by doing so. This is an important legal document and Poseidon encourages you to seek legal counsel before signing it. DO NOT sign this agreement unless you understand and agree to each and every term.

You hereby agree to fully inform your family of the potential for injury or death when diving and using the Rebreather and understand this is a legal and binding contract between you as the purchaser/user of the Rebreather and Poseidon and all of its owners, officers, employees, agents, licensees, assigns, directors, board members, parent and subsidiary companies “Released Parties”. You further agree that you are signing this Agreement on behalf of yourself, your family, estate and heirs.

YOU AGREE THAT, BY SIGNING THIS AGREEMENT, YOU ARE KNOWINGLY AND VOLUNTARILY GIVING UP ALL RIGHTS TO SUE THE RELEASED PARTIES FOR ANY AND ALL LEGAL CLAIMS ARISING FROM YOUR PURCHASE AND/OR USE OF THE REBREATHING, INCLUDING, BUT NOT LIMITED TO, STRICT PRODUCTS LIABILITY, NEGLIGENCE, BREACH OF WARRANTY AND FAILURE TO WARN.

I, _____(PRINT NAME), on behalf of myself, my executors, heirs, successors, and assigns, hereby agree to release, discharge, waive, and relinquish any and all legal claims, including, without limitation, claims for strict product liability and/or negligence, that could be asserted against the Released Parties should I be injured or killed while using the Rebreather and I furthermore state and expressly agree to the following additional terms and provisions:

(1) I am aware of the required certification level and/or experience necessary to purchase and use the Rebreather and I affirm that I meet these requirements. I have been a certified diver since _____ and I have been diving for _____ years, for a total of _____ dives, to a maximum depth of _____ feet.

(2) I affirm that I have been truthful and honest in setting forth my experience, training and capabilities in this Agreement. Further, I affirm that my training and experience in the sport of scuba diving have given me the requisite knowledge and experience to understand and voluntarily assume any and all risks associated with scuba diving in general, and diving with the Rebreather in particular, including the risk of death or serious bodily injury.

(3)

EITHER:

I hereby affirm that I have taken a formal training course of instruction from _____, a dive training organization approved by Poseidon and I have received certification in the use of the Rebreather.



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(Print instructor's name) (Print instructor's agency) (Print certification number)

OR:

I hereby affirm that I am about to take a formal training course of instruction from _____, a dive training organization approved by Poseidon. I further affirm that the battery is not included with the Rebreather I have purchased and that this battery has been sent to my instructor for the express purpose of providing this training.

(Print instructor's name) (Print instructor's agency)

_____ (4) I hereby affirm that, whenever I use the Rebreather Equipment, I have the responsibility to always follow my training and adhere to the safe diving procedures taught in my certification course(s), including, but not limited to: using checklists, set points, pre-dive and post-dive maintenance of all components, the need for ongoing experience and unit-specific training, physical and medical fitness stipulations by the diver, and any other details that relate specifically to the use of Rebreathers and their foreseeable risks. Further, I affirm that failure to follow my training and adhere to the safe diving procedures will significantly increase my risk of suffering serious injury or death.

_____ (5) I represent and warrant that I have no physical infirmity or health condition that is a contraindication to scuba diving or exposure to hyperbaric and hyperoxic conditions / environments / breathing media.

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

Name Date

Signature Rebreather Serial Number

Street Address City State Zip/Postcode Country

Telephone E-Mail Address

This Agreement must be fully completed, originally signed and a copy sent to Poseidon at usa@poseidon.com or faxed to +1 (310) 821 7800



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