

## Liability Release and Assumption of Risk Equipment Rental Agreement

This agreement is between Wellington Underwater Club (WUC) and \_\_\_\_\_ (full name)  
I hereby acknowledge that I am a certified scuba diver as well as certified Dive Propulsion Vehicle (DPV or scooter) user or student in a DPV scuba diving course/ program under supervision of a certified scuba DPV instructor.

I \_\_\_\_\_ (full name) have undergone specific training in the use of similar diving propulsion vehicles (DPV, also referred to as scooter) and have obtained the necessary certification issued by a qualified agency (details below, a copy/photo of the certificate must be provided to the club).

I have obtained an e-copy of the Halcyon HDV R14 user manual from WUC prior to day of use.

Record course name, agency, date, registration number if available

Please initial in open spaces below

I have read the use and maintenance manual provided for the specific scooter model (Halcyon HDV R14). \_\_\_\_\_

I have read and understood the instructions contained within, in particular:

- how to use the diving vehicle, with details regarding the diver's correct equipment configuration, the diver's posture during use, the position that must be maintained by the diving vehicle during the dive, and that the vehicle must not be bound with systems hard to release to its user in any way whatsoever. \_\_\_\_\_
- the environmental conditions where use of the diving vehicle is especially dangerous, such as deep-water dives, obstructed environments, muddy or suspension-filled environments; the special precautions to be adopted when dives are effected in such environments and the need of having undergone suitable training held by qualified agencies; \_\_\_\_\_
- dangerous behaviour that is to be avoided such as, for example, use of the diving vehicle to accelerate the descent or ascent rate.

I have been fully informed on how to use the product as well as of its technical characteristics and I will scrupulously abide by these rules. \_\_\_\_\_

I am aware that scooters can malfunction due to technical faults before or during the dive. I have been trained, I am able and prepared to resolve events of technical faults. I will not consider the DPV to be an aid in a dangerous situation. I will not rely on the scooter as a life-saving device. \_\_\_\_\_

The Wellington Underwater Club will not be liable to any damage to persons or objects, deriving from incorrect maintenance of the diving vehicle or from its use other than as stipulated by the user manual. WUC is not liable for losses or damages suffered by third persons consequent to the use of this diving vehicle. WUC is not liable for any damages to persons and/or property caused by the use of the DPV. \_\_\_\_\_

The DPV is not a toy, nor a suitable rescue means. Its exclusive function is to help divers cover greater distances than could be normally covered with fins only. The DPV and its components, specifically the battery and battery charger, are intended for adult and expert use after carefully reading provided instructions. \_\_\_\_\_

I will prevent inexperienced personnel or minors from handling, even inadvertently, the DPV and supplied instruments.

The Halcyon HDV R14 scooters are equipped with a "cut off" device that protects internal components, impeding operations when voltage is too low. When this device is triggered, it inevitably, shuts off. This feature must always be kept in mind to avoid any hazards for the diver. When planning a dive, I will leave sufficient time to surface even without scooter power should the battery, due to the amount of time under water, die. \_\_\_\_\_

Use of the DPV under the influence of alcohol and drugs and in any situation in which psycho-physical conditions are not suited for diving is prohibited. \_\_\_\_\_

I will adhere to the Club Scuba Dive Activities SOP and I will provide information to the club regarding my dive intention, the actual dive and will notify the club of any observations on the functionality of the scooter, any damage (observed or action possible leading to damage). \_\_\_\_\_

I acknowledge that I will examine the equipment before use to ensure that it is free from defects. If there are any defects I agree to inform WUC prior to use.

I expressly assume all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment. I understand that WUC and any of its members (hereinafter "Released Parties"), shall not be held liable or responsible in any way for injury, death or other damages to myself or his/her family, heirs, or assigns which may occur as a result of the rental and/or use of the equipment, or as result of product defect, or the negligence of any party, including the Released Parties.

I acknowledge that any damage or loss sustained to equipment as a result of my actions, environmental conditions, or at any time whilst equipment is in my possession, whether supervised or unsupervised, will incur cost in compensation for the repair or replacement of items or to cover costs for insurance policy excess claims. I further agree not to pledge, loan, or otherwise dispose of said leased property.

In case of any problems with the equipment the Club will not take responsibility nor reimburse costs associated with any missed dive opportunities.

I HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE Wellington Underwater Club AND ITS MEMBERS, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATHS 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 am fully informed of the contents of this Liability Release and Assumption of Risk.

Agreement by reading it before I signed it.

Participant Signature \_\_\_\_\_ Date (Day/Month/Year) \_\_\_\_\_