

WAIVER AND RELEASE OF RESPONSIBILITY AND LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This is a legally binding agreement. You may contact an attorney for consultation.

- 1) In consideration for The Lary Snorkel Store furnishing a Lary Snorkel and any accessories ("collectively the equipment") and any services to enable me to use the equipment I agree to the following conditions.
- 2) The Lary Snorkel Store is providing only the equipment. The Lary Snorkel Store is not providing expertise or opportunity to control hazards and guard against negligence. I have read the Precautions.
- 3) I understand and acknowledge that (a) foreseeable and unforeseeable risks and dangers are present in my use of the equipment including physically and potentially emotionally demanding activities in unfamiliar environments and situations; (b) my use of the equipment may result in my foreseeable or unforeseeable injury or illness including but not limited to water aspiration, choking, bodily injury, heart attack, or other ailments that could cause serious disability or death; (c) these risks and dangers may result from the negligence or accident of persons not a party to this agreement; (d) these risks and dangers may result from forces of nature, acts of God or other causes; or (e) these risks and dangers may result from the negligence of The Lary Snorkel Store, its owners, employees, officers or agents.
- 4) I am in suitable health and free of any injury hampering my use of this equipment for the associated activity. I am not taking, receiving, or under the influence of any medication or substance, nor will partake of any medication or substance that would impair my ability to safely use the equipment or participate in the associated activity. I agree to abide by all laws and regulations as applicable to the use of the equipment.
- 5) I will not allow other persons to use my equipment. I will take all measures needed to prevent others from using the equipment.
- 6) I assume all risks and dangers and all responsibility for my injury, illness, death, losses or damages from my use of the equipment or services of The Lary Snorkel Store, its owners, employees, officers and agents, including use in areas without immediate access to emergency medical services. I understand that rescue may take a long time, and that all rescue and medical costs are my responsibility.
- 7) I waive the responsibility of The Lary Snorkel Store, its owners, employees, officers and agents for any injury, illness, death, losses or damages that I or that any third party may suffer associated from my use of the equipment or services of The Lary Snorkel Store, its owners, employees, officers and agents, whether caused in whole or in part by the negligence or other conduct by The Lary Snorkel Store, its owners, employees, officers and agents, or of third parties, forces of nature, acts of God or other causes, including falls, earth movement, and changes in weather.
- 8) I agree not to sue The Lary Snorkel Store, its owners, employees, officers and agents and release The Lary

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Snorkel Store its owners, employees, officers and agents from any and all financial or other liability associated from my use of the equipment or services of The Lary Snorkel Store, its owners, employees, officers and agents, regardless of the injury, illness, death, losses or damages I may suffer or that third parties may suffer.

9) I agree to defend and indemnify The Lary Snorkel Store, its owners, employees, officers and agents against any and all financial liability or claims, actions, causes of actions of other liability, including reasonable legal fees and expenses, for injury, illness, death, losses or damages that other parties may suffer, including but not limited to bodily injury, emotional distress, aggravation of pre-existing injury or illness, loss of consortium, dismemberment or death, wrongful death, property or other loss or damage of any type, loss of services, or otherwise, which may arise out of accident or my negligent or intentional use of the equipment or from forces of nature, acts of God or with regard to the equipment or services of The Lary Snorkel Store, its owners, employees, officers and agents.

10) California law governs all matters in this Agreement. Unresolved disputes will be handled first by mediation. If the dispute is unresolved after two mediated meetings, then binding arbitration is mandatory. Each party shall select one arbitrator, the two of which shall select a third. Formal dispute resolution shall occur in Alameda County California. All final agreements are stipulated as enforceable in other jurisdictions in any manner provided by law.

11) The invalidity or unenforceability of any provision shall not affect any other provision unless deletion of the provision would result in unenforceability of the whole of this Agreement.

12) I bind this waiver, release and indemnification on my family, personal representatives, heirs, estate and assigns in perpetuity. I am not relying on any oral, written or visual representations or statements made by The Lary Snorkel Store, its owners, employees, officers and agents. I have had a sufficient time for review, questions, and contemplation.

Printed Name, Signature, and Date: \_\_\_\_\_

Street Address, State, and Zip Code: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_