



Please fill in the blanks in block capitals, initial each page in black ink, sign, & have it witnessed. Please then return to SD via fax to: 603-297-0047 or scan and e-mail to: sales@silentdiving.com

INFORMED CONSENT, LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT

READ CAREFULLY!

BY SIGNING THIS AGREEMENT YOU WILL BE WAIVING IMPORTANT LEGAL RIGHTS!

Use of the Inspiration or Evolution 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 well to diving with a Closed Circuit rebreather, including the Inspiration and Evolution Rebreathers. Accordingly, Silent Diving, LLC and Ambient Pressure Diving, Ltd. will not sell an Inspiration or Evolution Rebreather to anyone unless they first acquire the knowledge, skills and training that are necessary to safely use the Inspiration and/or Evolution Rebreather; they agree to assume the risks associated with diving and using the Inspiration or Evolution Rebreather, including the risk of serious bodily injury and death; and they agree to release Silent Diving, LLC, Ambient Pressure Diving, Ltd. and related parties, from all liability associated with the sale and use of the Inspiration and Evolution Rebreathers.

By signing this Informed Consent, Liability Release, and Express Assumption of Risk Agreement (“Agreement”) for the Inspiration or Evolution 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 Silent Diving, LLC 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 using the Inspiration or Evolution Rebreather and understand this is a legal and binding contract between Silent Diving, LLC, Ambient Pressure Diving, Ltd., and all of their officers, employees, agents, assigns, directors, board members, parent and subsidiary companies (the “Released Parties”), and you as the purchaser/user of the Inspiration or Evolution Rebreather, and by signing this document on behalf of yourself, your family, estate and heirs, **YOU ARE KNOWINGLY AND VOLUNTARILY GIVING UP ALL RIGHTS TO SUE THE RELEASED PARTIES SET FORTH BELOW FOR STRICT PRODUCT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL CLAIM SHOULD YOU BE INJURED OR KILLED AS A RESULT OF DIVING WITH THE INSPIRATION OR EVOLUTION REBREATHING**

- 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. You and your witness must each initial each page in the footer. Your signature must be witnessed and dated.

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 Silent Diving, LLC, Ambient Pressure Diving, Ltd., and all of their officers, employees, agents, assigns, directors, board members, parent and subsidiary companies (hereinafter the “Released Parties”), should

2009 SILENT DIVING, LLC REBREATHING AGREEMENT

I be injured or killed in connection with diving with the Inspiration or Evolution Rebreather, and I furthermore expressly agree to the following additional terms and provisions:

_____ 1) I hereby state that I am already a qualified and certified scuba diver. I hold certifications from the following agencies _____, and that I hold the training level of _____. I am aware of the required certification level and/or experience necessary to purchase and use an Inspiration or Evolution Rebreather and I stipulate that I meet those 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 necessary has given me the requisite knowledge to freely and voluntarily assume any and all risks associated with advanced/technical diving in general, and diving with the Inspiration or Evolution Rebreather in particular, including the risk of death or serious bodily injury.

_____ 3) I hereby affirm that I have either: (a) taken a formal training course of instruction from _____, a dive training organization or dive training professional approved by Silent Diving, LLC, and I have received certification in the use of the Inspiration or Evolution Rebreather; or (b) that I am currently taking or enlisted in an Inspiration or Evolution Rebreather certification course from _____, a dive training organization or dive training professional approved by Silent Diving, LLC.

For those who are not yet certified in the use of the Inspiration or Evolution Rebreather:

_____ a) I hereby affirm that I WILL NOT USE the Inspiration or Evolution Rebreather without said approved instructor's supervision until I receive certification in its use;

_____ b) if I purchase or lease an Inspiration Rebreather prior to my receiving certification in its use, I understand and agree that the unit will be shipped to me WITHOUT certain critical components being assembled, so that the unit is inoperable, and that those critical components will be shipped separately to my instructor;

_____ c) I agree that if I do not successfully complete the certification course in the use of the Inspiration or Evolution Rebreather, those critical components will remain in the custody and control of my instructor, who WILL NOT provide them to me unless and until I pass the course and receive my certification;

_____ d) I hereby state that my Silent Diving, LLC approved instructor in the use of the Inspiration or Evolution Rebreather **is / was (circle one)**

(print instructors name)

(print instructors agency)

_____ 4) I represent and warrant that I have no physical infirmity that is a contraindication to diving or to exposure to hyperbaric and hyperoxic conditions / environments / breathing media. My last physical examination by a qualified medical professional was on _____, 200__.

____ 5) I understand, and I am fully aware, that there are many inherent risks and hazards associated with using any closed circuit rebreather, including the Inspiration or Evolution Rebreather. I understand that no piece of equipment is foolproof, and while diving an Inspiration or Evolution Rebreather, I will or may be exposed to a number of hazards, including, but not limited to: (a) the risks of equipment malfunction or failure, including that which may result from the design, assembly, or manufacturer of the Inspiration or Evolution Rebreather; (c) risk of injury caused by lack of or inadequate instruction or warning; (c) risks arising from improper and/or negligent operation of the Inspiration or Evolution Rebreather; (d) inherent risks and hazards related to diving in a hyperbaric environment, including, but not limited to: decompression sickness, barotrauma including arterial gas embolism, hyperoxia, hypoxia, hypercapnia, narcosis, other hyperbaric injuries, drowning, and other hazards relating to scuba diving. I know full well that by participating in this activity I may be seriously injured or killed, even if I do nothing wrong while diving.

____ 6) I understand that all electronic controls, instruments, and breathing loops associated with rebreathers are inherently subject to random and spontaneous failure, 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 Inspiration or Evolution Rebreather without also carrying the appropriate redundant breathing gas supply and decompression tables that I can use in the event of failure of the breathing loop or my chosen decompression system, or both. I understand that I must continuously monitor the rebreather's electronic controllers to watch for warnings and/or failures in the system, and I agree to do so. I further understand that the sole responsibility for keeping me alive underwater rests with me and not the equipment, and I agree to plan and conduct all of my dive operations so they may be conducted safely and successfully.

____ 7) I also fully understand that problems may arise pre, post, and during diving operations when using an Inspiration or Evolution Rebreather, that when not dealt with properly may have fatal or near fatal consequences. It is therefore mandatory that I understand specifically how the Inspiration or Evolution Rebreather works, the purpose of every component, maintenance of the components, the contingency planning necessary for the dive if problems or anything reasonably foreseen or unforeseen may arise and the operational planning necessary for a diving operation.

____ 8) I understand that it takes time to become fully familiar with using the Inspiration or Evolution Rebreather for diving, and it takes time diving with the Inspiration or Evolution 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, and I will dive the Inspiration or Evolution Rebreather on a reasonable and consistent basis to maintain proficiency in its use, including practicing buoyancy control. I fully understand that, as part of the operational planning of diving an Inspiration or Evolution Rebreather, I will properly plan the diving operation to cover all those reasonably foreseeable contingencies that may appear during the diving operation, especially complete failure of the Inspiration or Evolution Rebreather, and that I will be equipped to safeguard myself and those that I am diving with.

____ 9) **I VOLUNTARILY RELEASE, DISCHARGE, WAIVE, AND RELINQUISH ANY AND ALL LAWSUITS, ACTIONS, CLAIMS, OR CAUSES OF ACTION** for injuries, death or damages to my person or property whether arising as a result of or based on any **PRODUCT DEFECT, WHETHER BY DESIGN, MANUFACTURE, OR FAILURE TO WARN, BREACH OF WARRANTY, OR NEGLIGENT ACT OR OMISSION OF THE RELEASED PARTIES** in connection with the design, materials, assembly, structural integrity, performance, instructions for operating or warnings regarding the use or for operation of the Inspiration or Evolution Rebreather.

____ 10) **I EXPRESSLY AND VOLUNTARILY AGREE TO 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 Inspiration or Evolution Rebreather.

____ 11) I understand and am aware that Closed Circuit Rebreather diving with the Inspiration or Evolution Rebreather (or any other closed circuit rebreather) is an inherently dangerous and hazardous activity, and **I VOLUNTARILY AND EXPRESSLY AGREE TO ASSUME ALL RISK OF INJURY, DEATH, DAMAGE, OR LOSS OF ANY KIND** occurring to me while diving or working with the Inspiration or Evolution Rebreather, or while relying on the Inspiration or Evolution Rebreather for any diving or life support purpose whatsoever.

____ 12) I agree that I will not make a claim against or sue the Released Parties for any injuries or damage to me or my property arising in conjunction with the use of, or working with, the Inspiration or Evolution Rebreather. Further, I agree to **INDEMNIFY, SAVE, HOLD HARMLESS, AND REIMBURSE** the Released Parties for any and all awards, judgments, costs, attorney fees, or settlements in any and all actions, claims, or causes of action for injuries, wrongful death or damage to persons or property arising in conjunction with the use of, or working with, the Inspiration or Evolution Rebreather due to strict product liability, breach of warranty, negligence or otherwise, wherever and by whomever such action, claim or cause of action is asserted.

____ 13) I understand the Released Parties make this sale or use of the Inspiration or Evolution Rebreather without any express or implied warranties of merchantability or fitness for a particular use or purpose, and that the Inspiration Rebreather is hereby accepted in "as is" condition by me.

____ 14) I understand that any modifications or alterations to the Inspiration or Evolution Rebreather of any kind other than those made by the Silent Diving, LLC or Ambient Pressure Diving, Ltd., or their principals, employees, or authorized agents, are **EXTREMELY DANGEROUS** and are **STRICTLY PROHIBITED**. I hereby agree that under no circumstances will I ever make any modifications or alterations to the Inspiration or Evolution Rebreather for any purpose whatsoever.

____ 15) I hereby acknowledges and declares that neither Silent Diving, LLC or Ambient Pressure Diving, Ltd., nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Silent Diving, LLC or Ambient Pressure Diving, Ltd., has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which I have relied, concerning the existence or non-existence of any quality, characteristic or condition of the Inspiration or Evolution Rebreather I am purchasing.

____ 16) I understand and agree that **IN NO EVENT SHALL SILENT DIVING, LLC OR AMBIENT PRESSURE DIVING, LTD BE LIABLE FOR ANY INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM THE SALE OR USE OF THE REBREATHING**. I further agree that **THIS DISCLAIMER APPLIES BOTH DURING AND AFTER THE TERM OF THE WARRANTY**. I further understand and agree that Silent Diving, LLC and Ambient Pressure Diving, Ltd. also **DISCLAIM ANY WARRANTIES OR "MERCHANTABILITY" AND/OR FITNESS FOR A PARTICULAR PURPOSE**.

____ 17) I understand the use of the Inspiration or Evolution Rebreather is permitted only upon completing and signing this Agreement. I agree, and understand, that the Inspiration or Evolution Rebreather is only to be used without instructor supervision after successful completion of the Inspiration or Evolution Rebreather training course.

____ 18) I agree that this Inspiration or Evolution Rebreather is for my use only. I further agree that I will not allow any person who is not properly trained and certified to use the Inspiration or Evolution Rebreather to use this Inspiration or Evolution Rebreather, and that if I do so notwithstanding this Agreement, that I hereby agree to **INDEMNIFY, SAVE, HOLD HARMLESS, AND REIMBURSE** the Released Parties for any and all costs, attorneys' fees, awards, settlements or judgments associated with 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 Inspiration Rebreather by an unauthorized user wherever and by whomever such action, claim, or cause of action is asserted.

____ 19) I agree that all terms of sale and any disputes relating to this Agreement are to be governed by the laws of the State of North Carolina, USA (without regard to its conflict of laws rules), and that any mediation, suit or other proceeding must be filed or entered into only in the state or federal courts of North Carolina within one (1) year of the date of any accident, incident or occurrence upon which the claim for relief is based.

____ 20) I agree that the terms and provisions of this Agreement shall be severable, and should any term or provision be found unenforceable by the law of any state, commonwealth, territory or province, then 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 an 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.

I finally agree and acknowledge that:

____ 22) **DIVING IS AN INHERENTLY DANGEROUS ACTIVITY THAT MAY RESULT IN INJURY OR DEATH EVEN IF PERFORMED PROPERLY AND WITH ALL DUE CARE TO SAFETY.**

____ 23) **REBREATHING DIVING, DECOMPRESSION DIVING, DEEP DIVING, CAVE & WRECK PENETRATION DIVING AND THE USE OF MIXED GAS WHILE DIVING ARE EXTREMELY HAZARDOUS ASPECTS OF AN ALREADY DANGEROUS ACTIVITY.**

____ 24) **SCUBA DIVING/ REBREATHING DIVING/ DECOMPRESSION DIVING IS A POTENTIALLY HAZARDOUS ACTIVITY. ACCIDENTS CAN HAPPEN EVEN IF THE DIVER AND EQUIPMENT PERFORM TO THE BEST OF THEIR ABILITY AND EQUIPMENT PERFORMANCE. IT IS MY INTENTION TO RELEASE AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR INJURIES OR DAMAGES TO ME OR MY PROPERTY – INCLUDING MY DEATH -- ARISING FROM STRICT PRODUCT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.**

____ 25) **I HAVE READ AND FULLY UNDERSTAND THE TERMS AND PROVISIONS OF THIS AGREEMENT AND VOLUNTARILY SIGN AND AGREE TO BE BOUND BY IT.**

Name (Please Print Legibly)

Date

Signature

Divers Address Town State Zip

Telephone/Fax E-Mail Address

Witness Name (Please Print Legibly)

Date

Witness Signature

Witness Address Town State Zip

Witness Telephone/Fax Email Address