

## Emperor Divers / Emperor Adventure – Equipment Rental & Liability Release

This Agreement is between **Emperor Divers / Emperor Adventure and affiliated companies** (collectively referred to as "Emperor"), and the undersigned participant ("Customer") or the rental or loan of equipment used during guided activities such as diving, snorkelling, hiking, biking, climbing, or jeep tours. Please ensure that you review the terms carefully and seek legal advice before signing should you deem it necessary. Equipment rented or loaned will be itemised on a separate document which forms part of this agreement.

### 1. Inspection and Condition

The Customer agrees to inspect the equipment before use, ensure it is in good working order, and report any defect or malfunction immediately. Failure to do so waives any claim against Emperor for equipment condition.

### 2. Responsibilities

The Customer agrees to:

- Use the equipment only for its intended purpose and as instructed by Emperor staff.
- Handle it carefully and avoid misuse, modification, or unauthorised repair.
- Check both their own and (where applicable) their buddy's equipment before use.
- Report any loss, damage, or malfunction immediately.
- Return all equipment promptly after the activity, in the same condition as received, allowing for normal wear and tear.

### 4. Loss, Damage, and Return

The Customer accepts responsibility for any loss, theft, or damage to rented or loaned equipment while in their care and agrees to pay the full replacement or repair cost, including freight or import duty if applicable.

Equipment is rented per 24-hour period or part thereof; late return may incur additional charges. No refund is issued for unused equipment.

### 5. Safety and Use

Participation in outdoor and marine activities involves inherent risks, including equipment failure, injury, or death.

The Customer agrees to use the equipment responsibly, follow all safety instructions, and stop using any item that appears unsafe.

### 6. Liability and Release

In consideration of being permitted to rent and use equipment supplied by Emperor, I hereby:

- Accept full responsibility for the proper use and care of the equipment.
- I further understand and agree that Emperor, the facility through which this trip or excursion is offered, its affiliate and subsidiary companies, any of their respective employees, officers, agents, contractors or assigns may NOT be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs, or assigns, arising from the use or misuse of rented equipment, UNLESS the incident is caused by the proven negligence of Emperor staff.
- Acknowledge that equipment use is at my own judgment and risk.

### 7. Governing Law

This Agreement and any related services are governed by the laws of the **country where the services are provided**, and any dispute arising from or connected with this Agreement shall be **adjudicated solely in the courts of that country**.

### 8. Acknowledgement

I have read and understood this Agreement, and I am physically and mentally fit to use the rented equipment. If signing on behalf of a minor, I confirm I am the parent or legal guardian and accept all terms on their behalf.

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_