

SCUBA & TECHNICAL DIVING EQUIPMENT USE, RENTAL & LIABILITY WAIVER

Issued by MANGO COVE SCUBA, LLC & Gregory Havlusch Jr.

THIS IS A LEGALLY BINDING RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE. YOU ALSO WAIVE RIGHTS ON BEHALF OF YOUR HEIRS AND ESTATE UNDER FLORIDA LAW.

Participant Name: _____ DOB: _____

Date of Execution: _____ Course/Dive Activity: _____

Training Agency: SSI SDI TDI Other: _____

1. Acknowledgment of Risks

I understand that scuba and technical diving involve serious and potentially fatal risks, including drowning, gas toxicity, decompression sickness, and equipment failure. I voluntarily assume all such risks.

Renter Initials: _____

2. Specific Equipment Malfunction Risks

I understand and accept the risks related to gear malfunction, including but not limited to: regulator free-flow/failure, stuck inflator valves, SPG inaccuracy, O-ring failure, tank valve seizure, wing bladder leaks, and hose rupture.

Renter Initials: _____

3. Scope and Duration of Use

This waiver applies from the time I receive the equipment through the final day of possession or any dive conducted with the equipment, regardless of whether supervision is present.

Renter Initials: _____

4. Gear Inspection Instruction & RSTC Certification Clause

I affirm that I have received certification through an RSTC-recognized training agency (e.g., SSI, SDI, TDI, PADI, NAUI, etc.) and that as part of my certification I was trained and assessed on assembling, inspecting, and performing pre-dive safety checks on scuba gear. I have been reminded of this duty and have also received verbal review from the facility. I understand I am solely responsible for inspecting the gear before each and every use.

Renter Initials: _____

5. Release and Waiver of Liability

To the fullest extent permitted by Florida law, I release and hold harmless MANGO COVE SCUBA, LLC, Gregory Havlusch Jr., and affiliates from all claims for injury, death, or property loss, including those caused by ordinary negligence, including issues related to equipment function, maintenance, inspection, or supervision.

Renter Initials: _____

6. Inclusion of Heirs and Derivative Claims

This waiver is binding on me, my estate, heirs, dependents, spouse, children, and representatives. I expressly waive any rights available to my estate or beneficiaries under the Florida Wrongful Death Act.

Renter Initials: _____

7. Indemnification Agreement

I agree to defend and indemnify the Released Parties from any claims arising from my conduct, dive participation, or use of the equipment, including those filed by third parties, my estate, or my heirs.

Renter Initials: _____

8. Certification and Fitness to Dive

I am medically and physically fit for diving, and I am certified for independent diving or am under direct supervision. I accept full responsibility for diving within my training limits.

Renter Initials: _____

9. Jurisdiction and Governing Law

This agreement is governed by Florida law, with exclusive venue in Broward County. Any invalid provision shall not affect the enforceability of the remainder.

Renter Initials: _____

10. Entire Agreement and Acknowledgment

This document is the entire agreement. I have read it thoroughly, understand it, had the opportunity to ask questions, and sign it voluntarily.

Renter Initials: _____

Gear Condition Acknowledgment (Initial each)

BCD/Wing	_____ (Good)	_____ (Needs Service)
Primary Regulator	_____ (Good)	_____ (Needs Service)
Secondary Reg/Octo	_____ (Good)	_____ (Needs Service)
SPG/Computer	_____ (Good)	_____ (Needs Service)
Tanks	_____ (Good)	_____ (Needs Hydro/Visual)
Exposure Suit	_____ (Good)	_____ (Needs Repair)
Weights	_____ (Good)	_____ (Missing Components)

Signatures

Participant Name (Printed): _____

Participant Signature: _____

Date: _____

Instructor Name (Printed): Gregory Havlusch Jr.

Instructor Signature: _____

Date: _____

Witness Name (Printed): _____

Witness Signature: _____

Date: _____