

Please fill in the blanks in block capitals, initial each page in black ink, sign, & have it witnessed. Please then return to SD by scanning and e-mailing 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.

603-960-0524

352-727-8963

SILENT DIVING LLC



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 REBREATHER

• 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.

l,	(PRINT NAME), on behalf of myself, my executors,
	ereby agree to release, discharge, waive, and relinquish any and all mitation, claims for strict product liability and/or negligence, that could
SILE	ENT DIVING, LLC REBREATHER AGREEMENT
and all of their officers, employed companies (hereinafter the "Rele the Inspiration or Evolution Rebr) asserted against Silent Diving, LLC, Ambient Pressure Diving, Ltd., es, agents, assigns, directors, board members, parent and subsidiary eased Parties"), should I be injured or killed in connection with diving with eather, and I furthermore expressly agree to the following additional
terms and provisions:	



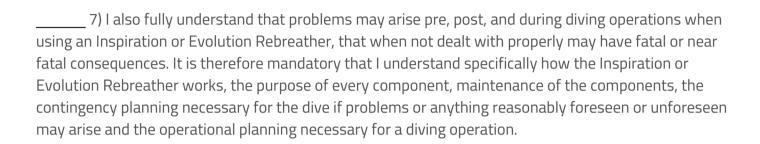
1) I hereby state that I am alread					
the following agencies		, and that I hold the			
training level of	e following agencies, and that I hold the aining level of, and that I hold the				
and/or experience necessary to purchas	e and use an Inspiration or Evolu	ition Rebreather and I stipulate			
that I meet those requirements. I have b	een a certified diver since	and I have been diving for			
years, for a total of div	ves, to a maximum depth of	feet.			
2) I affirm that I have been truth	· ·	, ,			
capabilities in this agreement. Further, I		-			
diving necessary has given me the requi	site knowledge to freely and volu	untarily assume any and all risk			
associated with advanced/technical divi	ng in general, and diving with the	e Inspiration or Evolution			
Rebreather in particular, including the ris	sk of death or serious bodily injui	ry.			
3) I hereby affirm that I have eith					
, a (
approved by Silent Diving, LLC, and I hav		•			
Rebreather; or (b) that I am currently tak					
certification course from		iining organization or dive			
training professional approved by Silent	Diving, LLC.				
For those who are not yet cortified in the	a use of the Inspiration or Fuelut	ian Dahraathar			
For those who are not yet certified in the	e use of the inspiration of Evolut	ion Repredice:			
a) I hereby affirm that I WILL NO	T USE the Inspiration or Evolutio	n Rebreather without said			
approved instructor's supervision until I	receive certification in its use;				
b) if I purchase or lease an Inspir	ation Rebreather prior to my rec	eiving certification in its use, I			
understand and agree that the unit will b		•			
assembled, so that the unit is inoperable	• •	·			
to my instructor;	·	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
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c) I agree that if I do not successfully complete the certification course in the use of the ispiration or Evolution Rebreather, those critical components will remain in the custody and control on instructor, who WILL NOT provide them to me unless and until I pass the course and receive my extification;					
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 physica to exposure to hyperbaric and hyperoxic conditions / envex examination by a qualified medical professional was on	vironments / breathing media. My last physical				



SILENT DIVING, LLC REBREATHER AGREEMENT Initials () Witness () 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.



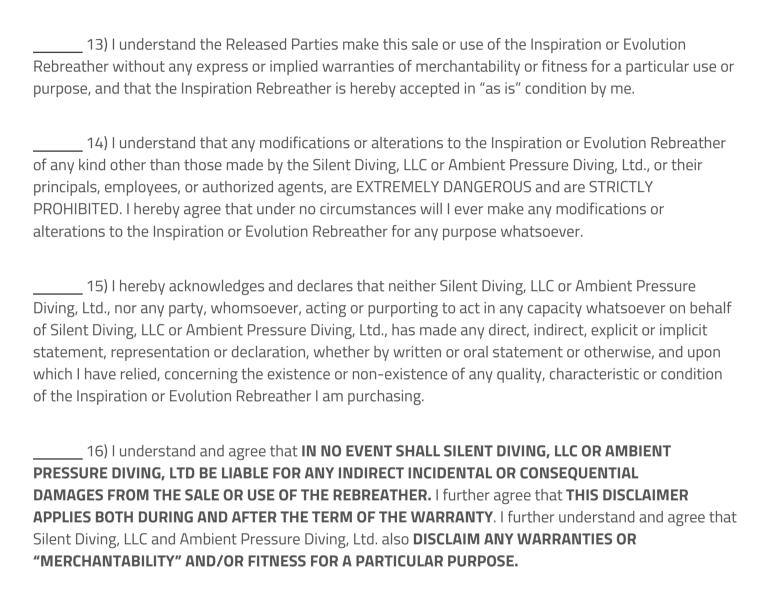
_____8) I understand that it takes time to become fully familiar with using the Inspiration or Evolution Rebreather for diving, and it takes time diving with the Inspiration or Evolution Rebreather to become proficient with the apparatus and operational procedures. I understand that experience comes 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.



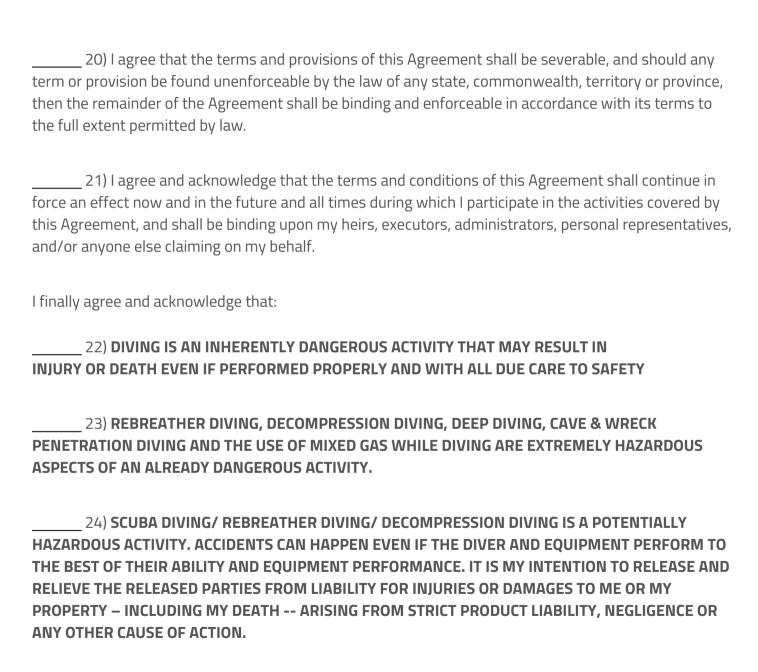
SILENT DIVING, LLC REBREATHER AGREEMENT
Initials () Witness ()
10) I EXPRESSLY AND VOLUNTARILY AGREE TO ASSUME ANY AND ALL RISK OF INJURY, DEATH, OR DAMAGE to my person or property arising from or in conjunction with the use or operation of the Inspiration or Evolution Rebreather.
11) I understand and 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.







SILENT DIVING, LLC REBREATHER AGREEMENT
Initials () Witness ()
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.





SILENT DIVING, LLC REBREATHER AGREEMENT						
Initials () Witness ()						
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 Code:			
Telephone/Fax:		E-Mail Address:				
Witness Name (Please Print Legibly)						
Date:		Witness Signature:				
DWitness Address:						
Town	State:		Zip Code:			
Witness Telephone/Fax:		E-Mail Address:				