

**Hollis Prism 2 Rebreather
LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT**

READ CAREFULLY!

BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HOLLIS AND THE RELEASE PARTIES

The individual signing this agreement (referred to as "I" and this "Agreement," respectively) desires to purchase or use the Hollis Prism 2 Rebreather (each referred to hereafter as the "Rebreather") manufactured by Hollis Rebreather, LLC, a business with an address at 1540 North 2200 West, Salt Lake City, UT 84116 USA (the "Hollis"). Whether or not my use of the Rebreather is in the capacity of buyer, renter, student, or any other capacity, each reference in this Agreement to "Buyer/Renter" refers to me. As lawful consideration for being permitted to purchase, rent, and/or use the Rebreather, I agree to all the terms and conditions set forth in this Agreement.

Importance of This Agreement

I acknowledge that this Agreement is an important legal document, and that Hollis is recommending to me that I should not enter this Agreement unless I understand and agree to each term and, accordingly, is encouraging me to seek legal counsel before signing this Agreement.

I acknowledge and agree that this Agreement is a legal and binding contract between me and Hollis that has a material effect on my rights (as well as the rights of my family, estate, and heirs) and obligations with respect to Hollis and all the Released Parties.

Definitions

"Dangerous Activities" means scuba diving and use of or reliance on the Rebreather for any diving or life support purpose whatsoever.

"Released Parties" means Hollis and its owners, shareholders, members, affiliates, officers, directors, employees, agents, licensees, assigns, board members, parent and subsidiary companies, successors, and assigns.

"Released Matters" means INJURY (INCLUDING SERIOUS BODILY INJURY), DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY OR ARISING OUT OF OR RELATING TO STRICT PRODUCT LIABILITY, THE NEGLIGENCE OF THE RELEASED PARTIES, BREACH OF WARRANTY OR FAILURE TO WARN BY THE RELEASED PARTIES, PRODUCT DEFECT, OR OTHERWISE IN CONNECTION WITH DANGEROUS ACTIVITIES OR THE DESIGN, MATERIALS, ASSEMBLY, TESTING, STRUCTURAL INTEGRITY, PERFORMANCE, INSTRUCTIONS FOR OPERATING, OR WARNINGS FOR THE USE OR OPERATION, OF THE REBREATHING.

Acknowledgement of the Nature of the Dangerous Activities

1. My training and experience in the sport of scuba diving have given me the requisite knowledge and experience to understand and voluntarily assume any and all risks associated with scuba diving in general, and diving with the Rebreather in particular, including the following:
 - a. Use of the 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 the Rebreather.
 - b. There are many inherent risks and hazards associated with scuba diving and using the Rebreather. No piece of equipment is foolproof, and while diving the Rebreather the user of the

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Rebreather 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 Rebreather; (b) risk of injury caused by lack of or inadequate instruction or warning; (c) risks arising from improper and/or negligent operation of the Rebreather; (d) inherent risks and hazards related to diving in an underwater environment, including, but not limited to: decompression sickness, barotrauma, arterial gas embolism, hyperoxia, hypoxia, hypercapnia, narcosis, other hyperbaric injuries, drowning and other hazards relating to scuba diving, and death.

- c. 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.
 - d. All other risks described in this Agreement, including in the "Safety Requirements When Engaging in Dangerous Activities" section of this Agreement, below.
2. I fully understand and accept that, by participating in scuba diving and using the Rebreather I may be seriously injured or killed, even if I do nothing wrong.
3. I acknowledge and agree that the sole responsibility for keeping me alive underwater rests with me and not the equipment I use, and I agree to plan and conduct all of my dive operations so they may be conducted safely and successfully.
4. As part of the operational planning of diving with the Rebreather, I will properly plan the diving operation to cover all reasonably foreseeable contingencies that may appear during the diving operation, especially complete failure of the Rebreather, and that I will be equipped to safeguard myself and those that I am diving with.

Assumption of the Risk

I AM AWARE AND UNDERSTAND THAT DANGEROUS ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE THE RISK OF INJURY (INCLUDING SERIOUS BODILY INJURY), DEATH, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE RELEASED PARTIES. I ACKNOWLEDGE THAT I AM VOLUNTARILY ENGAGING IN THE DANGEROUS ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF THE RELEASED MATTERS.

Waiver and Release

I hereby expressly waive, release, discharge and relinquish any and all law suits, actions, causes of action, claims, now known or hereafter known in any jurisdiction throughout the world, against the Released Parties on account of injury, death, or property damage arising out of or attributable to the Released Matters. I covenant not to make or bring any such claim against Hollis or any other Released Party, and forever release and discharge Hollis and all other Released Parties from liability under such claims.

Indemnification

I shall defend, indemnify, save, hold harmless, and reimburse Hollis and all other Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by an indemnified party, arising out or resulting from any and all actions, claims, or causes of action of a third party arising in conjunction with the Dangerous Activities due to strict product liability, breach of warranty, negligence, my breach of this Agreement, or otherwise, wherever and by whomever such action, claim or cause of action is asserted.

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Safety Requirements When Engaging in Dangerous Activities

1. I will not use the Rebreather unless I have acquired the knowledge, skills and training by a factory recognized Rebreather Instructor that are necessary to safely use the Rebreather.
2. I will fully inform my family of the potential for injury or death when using the Rebreather.
3. I am a qualified and certified scuba diver. I am aware of the required certification level and/or experience necessary to purchase and use the Rebreather and I affirm that I meet these requirements. I affirm that I have been truthful and honest in setting forth my experience, training and capabilities in this Agreement.
4. 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 Hollis, and I have received certification in the use of the Rebreather; or (b) that I am currently taking or enlisted in the relevant Rebreather certification course from a dive training organization or dive training professional approved by Hollis. I WILL NOT USE the Rebreather without said approved instructor's supervision until I receive certification in its use.
5. I hereby affirm that, whenever I use the Rebreather, I have the responsibility to always follow my training and adhere to the safe diving procedures taught in my certification course(s), including, but not limited to: using checklists, set points, pre-dive and post-dive maintenance of all components, the need for ongoing experience and unit-specific training, physical and medical fitness stipulations by the diver, and any other details that relate specifically to the use of Rebreathers and their foreseeable risks. Further, I acknowledge that failure to follow my training will significantly increase my risk of suffering serious injury or death and, in all likelihood, I will be seriously injured or die if I fail to follow my training and adhere to the safe diving procedures.
6. I represent and warrant that I have no physical infirmity or health condition that is a contraindication to scuba diving or exposure to hyperbaric and hyperoxic conditions / environments / breathing media. In my last physical examination by a qualified medical professional the medical professional informed me that I am healthy enough to participate in the sport of scuba diving.
7. I fully understand that problems may arise pre, post and during diving operations when using the Rebreather, that when not dealt with properly may have fatal or near fatal consequences. It is therefore mandatory that I understand specifically how 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. I further recognize I must have the necessary skills, experience, and training to properly be engaged in Rebreather diving including, without limitation, diving involving the use of the specific Rebreather and its components, and how to properly assemble and operate the Rebreather and its components. Accordingly, I acknowledge and agree that:
 - a. I am the person who is ultimately and solely responsible and liable for the proper assembly, inspection, maintenance and operation of the Rebreather and for assuring that the Rebreather and its components are operational before beginning a dive, and that failure to do so may lead to a malfunction or failure of the Rebreather, thereby causing injury or death;
 - b. I have received a copy of the instruction manual for the Rebreather, I have read or will read and fully understand the contents of such manual prior to attempting any dive using the Rebreather, and I shall heed all cautions, warnings and instructions contained in this manual;
 - c. I have been advised by Hollis and, if applicable, the dealer on behalf of Hollis, that I must not attempt any dive using the Rebreather unless and until I:

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- i. have been certified by a duly qualified diving instructor who is specifically qualified to certify divers in respect of the use of the Rebreather; or is undergoing training for the purposes of obtaining such certification;
 - ii. have been specifically trained and certified by a duly qualified instructor in the technology of using and mixing oxygen and other gases, and I have obtained and been trained in the use of all equipment required for the handling and mixing of gases including, without limitation, those used in connection with the Rebreather;
 - iii. have independently ensured that all gases and chemicals being used have been properly prepared prior to their use; and
 - iv. have set up and assembled the Rebreather using the procedures set forth in the instruction manual for the Rebreather, and I have double-checked all pre-dive and dive procedures using appropriate checklists.
8. I acknowledge and agree that I will not conduct any dive operations using the 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.
9. I acknowledge and agree that it takes time to become fully familiar with using the Rebreather for diving, and it takes time diving with the Rebreather to become proficient with the apparatus and operational procedures. I understand that experience comes with time and will be built up gradually, and I will dive with the Rebreather on a reasonable and consistent basis to maintain proficiency in its use, including practicing buoyancy control.
10. I understand that any modifications or alterations to the Rebreather of any kind, other than those made by Hollis, are **EXTREMELY DANGEROUS AND STRICTLY PROHIBITED**. I hereby agree that under no circumstances will I make any modifications or alterations to the Rebreather for any purpose whatsoever.
11. I agree that this Rebreather is for my personal use only. I further agree that I will not sell or otherwise provide this Rebreather to any person who is not properly trained and certified to use the Rebreather, nor will I allow any person who is not properly trained and certified to use the Rebreather.

General Terms and Conditions

- 1. NONE OF HOLLIS, ANY OTHER OF THE RELEASED PARTIES, OF ANY PERSON ON THEIR BEHALF, HAVE MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR PERFORMANCE OF PRODUCTS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY HOLLIS, ANY OTHER OF THE RELEASED PARTIES, OR ANY OTHER PERSON ON THEIR BEHALF. THE REBREATHING HAS BEEN PROVIDED TO YOU "AS IS," WITHOUT WARRANTY OF ANY KIND.
- 2. TO ANY EXTENT THAT HOLLIS OR ANY OF THE OTHER RELEASED PARTIES MAY AT ANY TIME HAVE LIABILITY WITH RESPECT TO THE RELEASED MATTERS OR IN ANY OTHER MANNER IN RELATION TO THE REBREATHING, IN NO EVENT SHALL HOLLIS OR ANY OTHER OF THE RELEASED PARTIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY OF THE RELEASED MATTERS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

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3. I agree that all matters arising out of or relating to this Agreement are to be governed by the laws of the State of Utah, 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 Utah within one (1) year of the date of any accident, incident or occurrence upon which the claim for relief is based and I hereby consent to the exclusive jurisdiction of such courts.
4. 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.
5. 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.
6. This Agreement constitutes the sole and entire agreement of Hollis and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. This Agreement is binding on and shall inure to the benefit of Hollis and me and their respective successors and assigns.
7. Hollis is a subsidiary of and is owned by Huish Outdoors, LLC, but Hollis is an independent and separate company. Huish Outdoors, LLC is not a party to this Agreement and will have no obligation or liability to Hollis or to any of its customers or to any users of the Rebreather. Huish Outdoors, LLC is not responsible for the Rebreather or its use or safety or for any defects in the Rebreather.
8. I agree and acknowledge that I have had ample time to review this Agreement, to ask questions and/or educate myself about the legal ramifications of signing this Agreement, to consult with an attorney of my choosing, to review this Agreement with my family and heirs, and that I am signing this Agreement willingly and knowingly after having had this opportunity to review the Agreement and accept the ramifications of signing it.

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BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY UNDER STRICT PRODUCT LIABILITY AND OTHER THEORIES.

Name (Please Print Legibly)

Date

Signature

Street Address

Town

State

Zip

Telephone/Fax

E-Mail Address

Dive Training Professional & Agency
That Trained or Will Train Me

(See Section 4 on Page 3)

Date of Last Physical Examination

(See Section 6 on Page 4)

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Name of Parent of Legal Guardian (Please Print Legibly)

Date

Signature

Street Address

Town

State

Zip

Telephone/Fax

E-Mail Address

Witness Name (Please Print Legibly)

Date

Witness Signature

Street Address

Town

State

Zip

Witness Telephone/Fax

Email Address

This Agreement must be fully completed, and the original signed and mailed (first class postage) or couriered to Hollis at 1540 North 2200 West, Salt Lake City, UT 84116 USA. In addition to mailing, the Signing Party or Dealer may also send to HOLLIS via email to: sales@hollisrebreathers.com.

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