

USER ACKNOWLEDGEMENT, ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY FOR ACQUISITION OF SEMI CLOSED AND CLOSED CIRCUIT REBREATHER

As a condition of your purchase or other acquisition of the closed circuit rebreather components (the "Components") and/or the partially assembled or pre-assembled semi closed or closed circuit rebreather unit (the "Unit"), as the case may be from KISS REBREATHER, LLC. ("KISS") or one of its authorized dealers, the Undersigned acknowledges that he/she is acquiring a Unit that is not equipped with the following components:

___ BOV (rebreather mouthpiece with integrated 2nd stage for bailout) & LP hose from manifold to BOV

The BOV, or rebreather mouthpiece, is a key component in the Unit. Should divers choose to source their own BOV, it is extremely important that they choose a product from a reputable company and that it comes fitted with a bailout 2nd stage regulator. The integrated 2nd stage regulator is a key safety component for the diver. Should the Dealer or diver choose not to use a bailout type rebreather mouthpiece, the warranty on that diving system will be voided. We can't stress enough the importance of this feature.

___ Hose stubs & lined hose clamps for BOV

___ Stainless Steel ballast rings for loop hoses (Our rings are .13lb each. The 8 rings we recommend work out to 1.04lb)

___ Oxygen side first stage regulator & OPV

It is important that the delrin plug is properly installed on the oxygen first stage. If the delrin plug is not installed the oxygen delivery system on the Classic KISS will not work properly!

___ Diluent side first stage regulator, OPV, & 21" LP hose from manifold to diluent first stage

___ Electronic rebreather display system

WARNING: It is extremely important that the Undersigned, who opts to purchase a Unit without certain components (as identified above), understands the importance of the various components that they must add on to their system in order to make it complete. The Undersigned assumes all risks of injuries or death by his/her own failure to add the above required components.

The Undersigned acknowledges that there are various third party components that may be used with the Unit. The Undersigned acknowledges that there may be third party components that are not compatible with the Unit that the use of such third party components could cause serious injury or death. The Undersigned acknowledges and agrees that Undersigned is sufficiently familiar with the Unit to choose third party components that are compatible with the Unit and will not equip the Unit with any third party components that are not compatible. The Undersigned assumes all responsibility and risk of injury or death from the use of any third party components with the Unit. KISS shall not be liable for any injury or death caused by any third party components used with the Unit.

THE UNDERSIGNED HEREBY PERSONALLY ASSUMES ALL RISKS associated with the acquisition of a Unit without the components (as identified above), whether foreseen or unforeseen, that may befall me as a result of my selection of third party components for use with the Unit.

I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free will and with the knowledge that **I am agreeing to waive my legal rights**. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision will be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable or invalid provision had never been contained herein.

I UNDERSTAND AND AGREE that KISS REBREATHER, LLC., nor any of its officers, directors, instructors, agents, employees, contractors or assigns (“Released Parties”) may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns arising out of my acquisition of a Unit without the components (as identified above).

I, _____, BY THIS DOCUMENT AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASE PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

CCR User's Signature

Date (Day/Month/Year)

Witness Signature

Date (Day/Month/Year)

THIS IS A LEGALLY BINDING CONTRACT