

**USER ACKNOWLEDGEMENT, ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY FOR ACQUISITION OF CLOSED CIRCUIT REBREATHER WITHOUT DISPLAY**

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 closed circuit rebreather unit (the "Unit"), as the case may be from JETSAM TECHNOLOGIES, LTD. ("Jetsam") or one of its authorized dealers, the Undersigned acknowledges that he/she is acquiring a Unit that is not equipped with a display. The Undersigned acknowledges that there are multiple variants and models of displays that may be used with the Unit. The Undersigned acknowledges that some displays are not configured for use with the Unit that the use of such displays could cause serious injury or death. The Undersigned acknowledges that he/she is sufficiently familiar with the Unit and has sufficient training and experience to choose displays that are properly configured for use with the Unit.

**THE UNDERSIGNED HEREBY PERSONALLY ASSUMES ALL RISKS** associated with the acquisition of a Unit without a display, whether foreseen or unforeseen, that may befall me as a result of my selection of a display 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 Jetsam Technologies Ltd., 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 a display.

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**