

## **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 partially assembled or pre-assembled semi closed or closed circuit rebreather unit (the "Unit"), as the case may be from KISS REBREATHING, LLC ("KISS") or one of its authorized dealers, the Undersigned acknowledges that he/she is acquiring a KISS Unit that is **not equipped with one or more of the following components:**

- DSV (rebreather mouthpiece)
- BOV (bailout valve) with LP hose

**The DSV and BOV, or rebreather mouthpieces, are key components in the Unit. Should divers choose to source their own DSV or BOV, it is extremely important that they choose a product from a reputable company.**

- 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 KISS Unit without certain components, 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 understands that KISS requires all users to submit a signed liability waiver and successfully complete a KISS approved training course or crossover training course before KISS will ship a unit to a user. KISS units may be shipped to a KISS instructor prior to the completion of a KISS approved training course and may be used under the supervision of an instructor, but the unit will not be released by the instructor until the successful completion of the training course.**

The Undersigned acknowledges that there are various third-party components that may be compatible with the KISS Unit. The Undersigned acknowledges that there are third party components that are not compatible with the KISS Unit and 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 KISS 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. The Undersigned agrees that KISS shall not be liable for any injury or death caused by any third-party components used with the KISS Unit.

**The Undersigned understands and acknowledges that KISS offers no guarantees or warranties regarding the performance or safety of any third-party component parts whether or not they are**

**being used with a KISS Unit. The Undersigned also understands that KISS cannot provide service on any third-party component parts.**

**THE UNDERSIGNED HEREBY PERSONALLY ASSUMES ALL RISKS** associated with the acquisition of a KISS Unit without certain components, whether foreseen or unforeseen, that may befall me as a result of my selection of KISS components or third-party components for use with a KISS 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 REBREATHING, 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 IN RELATION TO MY USE OF THE KISS UNIT.

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**