

# Rapid Air Agreement, Release and Acknowledgment of Risk

(Please print your full name on the top line, place your initials next to each paragraph and sign and date it at the bottom)

I, \_\_\_\_\_, do hereby state that I would like to acquire and use a product known as Rapid Air, which is a product manufactured by Rapid Products, Inc. I understand that this device is designed specifically for and should be utilized strictly for breathing compressed air underwater while participating in recreational water sports. I understand it will be used primarily as a breathing aid in the event it is necessary. I understand that this device is designed primarily for the use only as a supplementary back up, air supply in the sport of kayaking and river rafting and I intend to use this device within the normal context of these activities. I do hereby state that I will NOT use this device for any other purpose including scuba diving or similarly related activities where, breathing air underwater is itself, the primary purpose of these activities.

I understand that this Rapid Air device is being supplied for my own person use and further more is not intended for use by any 3<sup>rd</sup> party and will not to be loaned out, lent, borrowed to, tried out by or given to any other person for any reason, without those persons signing this same agreement or participating in a proper training course.

I do hereby state that I do understand the general physiological concerns while breathing compressed air under water. I am, fully aware of the use and potential dangers involved with using Rapid Air. I choose to use Rapid Air of my own free will. I do hereby state that I will not have any claims or cause of action against Rapid Products, Inc. or the dealer from which I acquired Rapid Air.

I do hereby waive the instruction and operational demonstration that has been strongly recommended by Rapid Products Inc. I fully understand that this instruction has been recommended to me for safety reasons and that I should receive this instruction prior to attempting to use this device. I knowingly decline this recommendation. Rapid Products, Inc. or the dealer from which I acquired Rapid Air is authorized to rely upon my representation of experience, competence and ability to safely operate this device with proper care based on my representations.

I do hereby state that I understand and accept all risks, liability and responsibility associated with using this product. I also state that I understand the basic and inherent dangers associated with breathing compressed air underwater and I do hereby assume all risks.

I do hereby state that I fully understand some of the conditions or activities that I may encounter while using this device are inherently dangerous. I also state that I fully understand that no safety device or protective equipment by itself, however designed, can absolutely prevent injury or death in all circumstances. As a user of this device I understand I should be adequately trained and knowledgeable about the device's intended uses before undertaking activities in which unpredictable and uncontrollable risks maybe assumed. Before purchasing this device I hereby state that I have been notified to carefully study and master the skills out lined in the owner's manual.

I understand that undertaking an activity associated with breathing compressed air can lead to severe injury and even loss of life. I understand that the use of Rapid Air will most likely be used at a site that is remote from a recompression chamber and competent medical assistance.

The undersigned hereby further represents and warrants that the undersigned has no medical condition, which would, in any way, impede the undersigned from partaking in the use of Rapid Air. The undersigned acknowledges that the Rapid Air Dealer and Rapid Products, Inc. are relying upon the representations made by the undersigned. If the undersigned is under the age of 18 years of age, then the representation and warranty shall be made by the undersigned's parent or guardian as the case may be.

**This Agreement shall be binding upon the undersigned's personal and legal representatives, heirs, successors and assigns.**

IN WITNESS WHEREOF, I have signed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address  \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Scuba Certification by: \_\_\_\_\_ Certification #: \_\_\_\_\_