



**ACKNOWLEDGEMENT, ASSUMPTION, INDEMNITY, WAIVER AND RELEASE
FOR PURCHASERS, LESSEES, RENTERS AND OTHER ACQUIRERS OR USERS OF
CLOSED CIRCUIT REBREATHER COMPONENTS
AND/OR
A CLOSED CIRCUIT REBREATHER UNIT
SPECIFICALLY FOR TERMS OF THIS CONTRACT THE TITAN ECCR**

Please give us your instructors information.

Instructors full name: _____

Contact number: _____

Training agency: _____ Certification #: _____

Your name: _____

Address: _____

Address 2: _____

City: _____ **State:** _____ **Zip:** _____

Country: _____ **Phone:** _____

INSTRUCTIONS AND NOTICE

As a condition of your purchase, lease, rental or acquisition or use by any means whatsoever 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, listed on Schedule "A" hereto from Bubbleseekers L.L.C. / Titan Dive Gear. ("Titan Dive Gear") either directly from Titan Dive Gear or, if applicable, from and through one of Titan Dive Gear's authorized dealers (the "Dealer"), you (the "Undersigned") are required to read this entire acknowledgement, assumption, indemnity, waiver and release (the "Acknowledgement") and each of its sections, you are required to initial each section in the space provided after reading each such section and you are required to sign, date, and have your signature witnessed as indicated on the last page after reading and initialing each section, and deliver this Acknowledgement to Titan Dive Gear or, if applicable, the Dealer.

IF YOU DO NOT INITIAL, SIGN AND DELIVER THIS ACKNOWLEDGEMENT IN THE REQUIRED MANNER, YOU WILL NOT BE PERMITTED TO PURCHASE, LEASE, RENT OR OTHERWISE ACQUIRE OR USE THE COMPONENTS AND/OR THE UNIT FROM TITAN DIVE GEAR OR, IF APPLICABLE, THE DEALER ON BEHALF OF TITAN DIVE GEAR.

REPRESENTATIONS, WARRANTIES AND COVENANTS

In consideration of the sale, lease, rental or other disposition or use by any means whatsoever of the Components and/or the unit by Titan Dive Gear or, if applicable, the Dealer on behalf of Titan Dive Gear to the Undersigned and, in the case of the Undersigned or any other person, firm or corporation initialing, signing and delivering this Acknowledgement to Titan Dive Gear or, if applicable, to the Dealer on behalf of Titan Dive Gear in accordance with the terms hereof, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Undersigned, with the express intention that Titan Dive Gear and, if applicable, the Dealer on behalf of Titan Dive Gear will rely thereon in selling, leasing, renting or disposing by any means whatsoever (or contemplating use in any means whatsoever of) the Components and/or the Unit to the Undersigned, and any such person, firm or corporation, acknowledges, represents, warranties and covenants to Titan Dive Gear that:

A. Acknowledgement and Assumption of Risk

1. the Undersigned is fully aware and understands that diving with closed circuit rebreathers including, without limitation, any diving involving the use of the Components and/or the Unit is a potentially dangerous activity that involves many risks including, but not limited to:
 - (a) the inherent risk of arterial embolism, inert gas narcosis, hypoxia (oxygen deficiency), hypercapnia (carbon dioxide poisoning), central nervous system oxygen toxicity resulting in convulsions or seizures, carbon dioxide poisoning, anoxia, asphyxia and the risks of exposure to and burns from caustic chemicals, and hazards inherent with the handling and mixing of high pressure gases including, without limitation, explosions; and
 - (b) decompression sickness, arterial embolism and pulmonary barotrauma as well as all other risks associated with SCUBA diving including but not limited to water related injuries such as death by drowning.

In connection with the foregoing, the Undersigned acknowledges that the Undersigned has a complete understanding of such risks and the dangers related thereto. The Undersigned further acknowledges and agrees that the Undersigned is aware and fully understands that:

- (c) some of the foregoing risks can manifest themselves with little or no warning;
 - (d) all of the foregoing risks can manifest themselves at any dive depth and can result from multiple and/or unpredictable failure modes or for multiple and unpredictable reasons which may, or may not, be within the control of the Undersigned. In this regard, the Undersigned further acknowledges and agrees that such risks may result notwithstanding that the Undersigned dives within any prescribed limitations such as time or depth limits; and
 - (e) all of the foregoing risks can result in severe discomfort and/or permanent and serious physical and/or mental disabilities, including but not limited to visual and auditory impairments, and/or death; and
2. given the foregoing, the Undersigned represents, warranties and covenants that the Undersigned fully understands the risks of rebreather diving including, without limitation, diving involving the use of the Components and/or the Unit and the possible consequences of such risks and, therefore the Undersigned assumes all responsibility for, and risks of, the Undersigned's personal actions during diving activities involving the use of the Components and/or the Unit.

(_____) Please initial here after reading the above section.

B. No Representations and Warranties by Titan Dive Gear dba. / Bubbleseekers L.L.C.

1. the Undersigned acknowledges and recognizes that Titan Dive Gear, as the builder of the Components and/or the Unit, is not a professional engineering company, designer, or trained diving instructor and, therefore, that the Components and/or the Unit have been sold and delivered to the Undersigned on an "as is, where is" basis and that Titan Dive Gear has not made any representations, warranties or covenants whatsoever, whether express or implied, to the Undersigned with respect to the Components and/or the Unit including, without limitation, any representations, warranties or covenants as to fitness of purpose, merchantability or reliability; and
2. the Undersigned hereby expressly waives any protections the Undersigned may have under the Sale of Goods Act and any other similar legislation of any country, province, state or other division thereof having jurisdiction over the affairs of Titan Dive Gear and the Undersigned including, without limitation, with respect to the merchantability or fitness of purpose of the Components and/or the Unit.

(_____) Please initial here after reading the above section.

C. Purchaser's Responsibilities and Additional Acknowledgements

1. the Undersigned recognizes that the Undersigned must have necessary skills, experience, and training to properly be engaged in rebreather diving including, without limitation, diving involving the use of the Components and/or the Unit and to properly assemble and operate the Components and/or the Unit. Accordingly, the Undersigned acknowledges and agrees that:
 - (a) the Undersigned is the person who is ultimately, and solely, responsible and liable for the proper assembly, inspection, maintenance and operation of the Components and/or the Unit and for assuring that the Components and/or the Unit are operational before beginning a dive and that failure to do so may lead to a malfunction or failure of the Components and/or the Unit and, thereby, give rise to the risks noted elsewhere in this Acknowledgement and to injury or death;
 - (b) the Undersigned has received a copy of the instruction manual for the Components and/or the Unit and shall read, and fully understand, the contents of such manual prior to attempting any dive using the Components and/or the Unit and shall take heed of all cautions, warnings and instructions contained in such manual;
 - (c) the Undersigned as been advised by Titan Dive Gear and, if applicable, the Dealer on behalf of Titan Dive Gear that the Undersigned must not attempt any dive using the Components and/or the Unit unless and until the Undersigned:
 - (i) has been certified by a duly qualified diving instructor who is specifically qualified to certify divers in respect of the use of the Components and/or the Unit;
 - (ii) has been specifically trained and certified by a duly qualified instructor in the technology of using and mixing oxygen and other gases and has 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 Components and/or the Unit; and
 - (iii) has independently ensured that all gases and chemicals being used have been properly prepared prior to their use;
 - (d) the Undersigned has been advised that the Components and/or the Unit must not be used for dives beyond recreational limits or for staged decompression diving or misused in any manner and must not be altered in any manner whatsoever;
2. the Undersigned acknowledges and agrees that all communications, correspondence and actions with Titan Dive Gear in respect of the Undersigned's purchase, lease, rental or acquisition in any manner whatsoever of the Components and/or the Unit has taken place solely in the state of California, in the country of USA and

3. the Undersigned shall not transfer, sell or dispose of the Components and/or the Unit in any manner whatsoever to, or lend or permit the Components and/or the Unit to be used by, any another person, firm, corporation or other legal entity unless and until such other person, firm, corporation or other legal entity has delivered to Titan Dive Gear an originally initialed and signed copy of this Acknowledgement.

(_____) Please initial here after reading the above section.

D. Indemnity

1. The Undersigned covenants and agrees to indemnify and hold harmless Titan Dive Gear and its officers, directors, shareholders, employees, servants, independent contractors, agents, suppliers, successors and assigns and all persons acting under Titan Dive Gear authority from and against:
 - (a) any and all loss, damages, expenses, costs and deficiencies suffered by Titan Dive gear and its officers, directors, shareholders, employees, servants, independent contractors, suppliers, agents, successors and assigns and all persons acting under Titan Dive Gear authority resulting from any misrepresentation, misstatement, breach of warranty or the non-fulfilment of any covenant on the part of the Undersigned under this Acknowledgement or resulting in any manner whatsoever from the Undersigned's use of the Components and/or the Unit; and
 - (b) any and all claims, actions, suits, proceedings, demands, assessments, judgments, charges, penalties, costs and expenses (including any payment made in good faith in settlement of any claim or potential claim, and including the full amount of any reasonable legal expenses invoiced to Titan Dive Gear) which arise or are made or claimed against or are suffered or incurred by Titan Dive Gear and its officers, directors, shareholders, employees, servants, independent contractors, suppliers, agents, successors and assigns in connection with the foregoing matters.

(_____) Please initial here after reading the above section.

E. Release and Waiver of Liability

1. The Undersigned, for the Undersigned and the Undersigned's heirs, executors, administrators, personal representatives, successors and assigns and anyone else who may claim on the Undersigned's behalf hereby waive any and all claims, liability, and damages the Undersigned may now and in the future have against Titan Dive Gear DBA. Bubbleseekers L.L.C. and its officers, directors, shareholders, employees, servants, independent contractors, suppliers, agents, successors and assigns and all persons acting under Titan Dive Gear authority arising from any and all personal injury, death, property damages, or loss sustained by the Undersigned arising from or in connection with the Undersigned's use of the Components and/or the Unit how ever caused; and
2. the Undersigned, for the Undersigned and the Undersigned's heirs, executors, administrators, personal representatives, successors and assigns and anyone else who may claim on the Undersigned's behalf hereby remises, releases and forever discharges Titan Dive Gear and its officers, directors, shareholders, employees, servants, independent contractors, suppliers, agents, successors and assigns and all persons acting under its authority from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damages, or loss to my person or property of any kind whatsoever, no matter how caused in connection with my use of the Components and/or the Unit though the same may have contributed to or been caused by the negligence or gross negligence of Titan Dive Gear or its officers, directors, shareholders, employees, servants, independent contractors, suppliers, agents, successors and assigns and all persons acting under its authority.

(_____) Please initial here after reading the above section.

F. General Provisions

1. the Undersigned is of the age of majority under the applicable laws and has and has the capacity and mental competence to enter into and be bound by this Acknowledgement and to take all actions required pursuant hereto;
2. this Acknowledgement shall ensure to the benefit of and be binding upon the Undersigned and Titan Dive Gear and their respective officers, directors, shareholders, employees, servants, independent contractors, suppliers, agents, heirs, executors, administrators, personal representatives, successors and assigns;
3. the Undersigned may not assign or transfer the Undersigned's rights or obligations under this Acknowledgement; and
4. the Undersigned acknowledges the Undersigned has been afforded, but has declined, the opportunity to obtain independent legal advice prior to initialing, signing and delivering this Acknowledgement. Accordingly, by initialing, signing and delivering this Acknowledgement, the Undersigned acknowledges, represents and warrants that the Undersigned has read and fully understands the nature and effect of each Section of this Acknowledgement.

(_____) Please initial here after reading the above section.

G. Validity of Waiver

1. I the undersigned understand that if I institute or anyone on my behalf institutes any suit or any claim for damages or cause for damages or cause of action against any of the organizations or Bubbleseekers l.l.c. Db.a. Titan dive gear and or dealers or vendors because or injury to my persons or property, or my death, due to use of the Titan ECCR rebreather, this agreement can and will be used in court and that such agreements have been upheld in courts in similar circumstances.

(_____) Please initial here after reading the above section.

This Acknowledgement must be fully completed, originally signed and mailed (first class postage) or couriered to **BUBBLESEEKERS L.L.C. / TITAN DIVE GEAR**
30101 Agoura ct. Suit #150
Agoura Hills, Ca. 91301
USA

SIGNED, SEALED AND DELIVERED
by the UNDERSIGNED
in the presence of:

| | | |
|-----------|-------|------|
| Signature | Print | Date |
|-----------|-------|------|

| | | |
|---------|-------|------|
| Witness | Print | Date |
|---------|-------|------|

FINAL NOTICE

BY INITIALLING, SIGNING AND DELIVERING THIS ACKNOWLEDGEMENT YOU WILL BE ACKNOWLEDGING AND ACCEPTING THE HAZARDS OF REBREATHING DIVING USING THE COMPONENTS AND/OR THE UNIT AND WILL BE GIVING UP ANY RIGHT YOU MAY HAVE TO SEEK LEGAL REDRESS FROM BUBBLESEEKERS L.L.C. / TITAN DIVE GEAR AND OTHERS.

Micropore Liability Release

This is an important legal agreement. It must be executed as consideration for and as a condition to the right to purchase and/or utilize ExtendAir CO2 adsorbent cartridges. Read it carefully, and "check" each checkbox in the designated places indicating that you have read and fully understand that you are agreeing to give up certain legal rights pertaining to the use of ExtendAir CO2 adsorbent cartridges.

Representations, Warranties and Assumptions of Risk:

I understand that I will be performing an underwater or hyperbaric dive using a rebreather, which will expose me to the risk of personal injury, property damage and/or death. I am legally competent to enter into this agreement and over eighteen years of age. If executing this agreement on behalf of a minor, I represent that I am legally authorized to act on behalf of said minor and understand that the releases made herein apply to both myself and the minor I represent. I understand the medical issues relating to diving and I have had the opportunity to consult with a physician regarding my physical condition. I have no physical infirmity or other medical condition that would make it unsafe or unwise for me to dive or use the Micropore canister and the ExtendAir CO2 adsorbent. I understand that the success of my dive is partially dependent on fully understanding the proper use of the equipment being used to make the dive, including the Micropore canister and the ExtendAir CO2 adsorbent cartridge. I freely chose to assume all of the risks inherent in the sport of diving including my physical condition and equipment failure, whether due to operator error or defects that may have resulted from improper use of the equipment. I represent that I have completed a rebreather certification-training course from an accredited training agency and that I have read and understood the ExtendAir CO2 adsorbent cartridge use instructions. I represent that I understand that it is solely my responsibility to seek legal counsel prior to signing this release and that it is recommended that I do so if I have any questions regarding the scope of the agreement. I represent that I understand that I have waived significant legal rights and entered into a binding agreement by executing this agreement.

Exemption and Release from Liability:

To the extent permitted by law, I, now and forever, exempt and release the following persons and organizations from any and all liability, known or unknown, whether now existing or arising in the future, whether caused by their negligence or otherwise, of whatsoever nature or kind, arising from or in connection with the use, preparation or training for use, or otherwise incidental or related to the use of Micropore canisters and ExtendAir CO2 adsorbents:

Micropore, Inc., its officers, directors, employees, shareholders, agents or other representatives.

All suppliers of material or consultants to Micropore, Inc.

All dive shops and other sales or rental establishments and their officers, directors, employees, shareholders, agents or other representatives from which the Micropore canister or ExtendAir CO2 adsorbents are purchased or otherwise acquired.

Covenant Not to Sue:

To the extent permitted by law, I, now and forever, agree never to institute any suit or action at law or otherwise against any of the organizations and or persons described in paragraph 2 above, or to initiate or assist in the production of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the use of the Micropore canister and/or the ExtendAir CO2 adsorbent, whether caused by my negligence and/or the fault or negligence of any of the parties described in paragraph 2 above, or from any other cause. I further expressly agree that I will

(_____) Please initial here after reading the above page.

never raise any claim against any of the organizations and/or persons described in paragraph 2 for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the parties released. I further agree that my heirs, executors, administrators, representatives or anyone else claiming on my behalf shall not institute any suit or action at law or otherwise against any of the organizations and or persons described in paragraph 2 above, or to initiate or assist in the production of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the use of the Micropore canister or the ExtendAir CO2 adsorbent, whether caused by my negligence and/or the fault or negligence of any of the parties described in paragraph 2 above, or from any other cause. I hereby so instruct my heirs, executors, administrators, representatives or anyone else claiming on my behalf as indicated above.

Indemnity Against Claims:

I will indemnify, save and hold harmless the organizations and/or persons described in paragraph 2 above from any and all losses, claims, actions or proceeding of every kind and character, including attorneys fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my or my heirs, executors, administrators, representatives or anyone else claiming through the breach of this Agreement or my use of the Micropore rebreather canister or the ExtendAir CO2 adsorbents, whether resulting from the negligence and/or other fault, either active or passive, of any of the organizations and/or persons described in paragraph 2 above, or from any other cause.

Validity of Waiver:

I understand that if I institute or anyone on my behalf institutes any suit or action of law or any claim for damages or cause for damages or cause of action against any of the organizations and or persons described paragraph 2 above because or injury to my person or property, or my death, due to use of the ExtendAir CO2 adsorbents, this agreement can and will be used in court and that such agreements have been upheld in courts in similar circumstances.

Waiver of Jury Trial/ Applicable Law/Venue/Headings:

I agree that the laws of the State of Delaware shall apply to issues involving construction, interpretation, and validity of this agreement, and that Delaware law shall govern any dispute between the parties arising from the activities covered by this agreement. In the event this agreement is violated and suit is brought against any of the organizations and/or persons described in paragraph 2 above, I waive my right to a jury trial and agree that Delaware shall be the sole venue for any suit or action arising from the activities covered by this agreement. I agree that the headings and subheading used throughout this agreement are for convenience only and have no significance in the interpretation of the body of this agreement.

(_____) Please initial here after reading the above page.

Severability/Multiple Waivers:

I agree that should one or more provisions in this agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other agreement containing provisions relating to the exemption and or release from liability and or covenant not to sue in connection with the activities covered by this agreement, I agree that the agreement which provides the most protection from liability and or suit to the organizations and/or persons described in Paragraph 2 above, shall be enforceable against me by those organizations and/or persons.

Continuation of Obligations:

I agree and acknowledge that the terms and conditions of this agreement shall continue in force and effect now and in the future at all times during which and after I participate in the activities covered by this agreement and shall be binding upon my heirs, executors, administrators, representatives or anyone else claiming on my behalf. Except as otherwise provided herein, this agreement supercedes and replaces any prior understanding or agreement I have signed or otherwise made with respect to the subject matter hereof.

Special Risks:

I understand that diving is an inherently dangerous activity. I understand that using an ExtendAir CO2 adsorbent for a time period longer than stipulated by the rebreather manufacturer or otherwise failing to follow any instructions relating to the operation or use of the rebreather or the ExtendAir CO2 adsorbents may result in substantially increased risk of injury or death to myself. I understand that no rebreather has the capability to monitor CO2 in the breathing loop and therefore there is no way to determine the life expectancy of any CO2 adsorbent, including the ExtendAir CO2 adsorbent.. Additionally, I am aware that damaged adsorbent packaging could negatively impact the performance of the adsorbent in the ExtendAir CO2 adsorbent and cause its duration to fall below the expected minimum resulting in a potentially dangerous condition requiring me to abort the dive. I understand that all seals and O-rings in the scrubber must be lubricated and in good condition or I risk the possibility of having leaks or flooding the rebreather which can cause “caustic cocktail”. I agree to always dive carrying a separate bailout gas supply, independent from the rebreather gas supply, for use in the event that the rebreathing equipment fails to perform in any way. Having contemplated the warnings contained herein, I assume all risks described above and all risks inherent to diving.

Signature: _____

Date: _____

FINAL NOTICE

BY INITIALLING, SIGNING AND DELIVERING THIS ACKNOWLEDGEMENT YOU WILL BE ACKNOWLEDGING AND ACCEPTING THE HAZARDS OF REBREATHING DIVING USING THE COMPONENTS AND/OR THE UNIT AND WILL BE GIVING UP ANY RIGHT YOU MAY HAVE TO SEEK LEGAL REDRESS FROM BUBBLESEEKERS L.L.C. / TITAN DIVE GEAR AND OTHERS.