

Micropore Liability Release Form

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 the ExtendAir CO2 adsorbent cartridges. Read it carefully and initial or sign in the designated places indicating that you have read and fully understood that you are agreeing to give up certain legal rights pertaining to the use of ExtendAir CO2 adsorbent cartridges.

[] 1. Representations, Warranties and Assumptions of Risk:
Initial

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.

[] 2. Exemption and Release from Liability:
Initial

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:

- A) Micropore, Inc., its officers, directors, employees, shareholders, agents or other representatives.
- B) All suppliers of material or consultants to Micropore, Inc.
- C) 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.

[] 3. Covenant Not to Sue:
Initial

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 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.

[] 4. Indemnity Against Claims:
Initial

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.

[] 5. Validity of Waiver:
Initial

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.

[] 6. Waiver of Jury Trial/ Applicable Law/Venue/Headings:
Initial

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.

[] 7. Severability/Multiple Waivers:
Initial

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.

[] 8. Continuation of Obligations:
Initial

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.

[] 9. Special Risks:
Initial

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 _____

Date of Birth _____

If signing on behalf of a minor (under the age of eighteen), please include that minor's name and date of birth.

Name _____

Date of Birth _____