

## Aloha Destin LLC and other Affiliates

### Personal Watercraft Rental Operators Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement



Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with use of Boating and other Related Activities

I, \_\_\_\_\_, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with motorized (e.g. Waverunner, rental boat) or non-motorized (e.g. Kayak, Paddle Boards) and related water sport activities to which I am about to engage, including by not limited to:

- 1) changing water flow, tides, currents, wave action and a ship's wakes;
- 2) collision with any of the following:
  - a) other participants, b) the watercraft, c) other watercraft, d) man made or natural objects, e) shuttle boat;
- 3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- 4) my sense of balance, physical condition, ability to operate equipment, swim and/or follow directions;
- 5) collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning
- 6) the presence of insects and marine life forms;
- 7) equipment failure or operator error;
- 8) heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- 9) fatigue, chill and/or reaction time and increased risk of an accident

I specifically acknowledge that I agree to abide by the Personal Watercraft Operational and Boat Safety Instructions at all times and I am physically/mentally able to participate in the water sport activities to which I am about to engage.

**I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.**

I completely understand and agree to fully accept all responsibility on behalf of myself and all parties aboard, including minor children: any injuries, death or loss of personal property are cause in whole or in part by the negligence of the releases named below.

Employees, volunteers, their insurers, and each and every landowner, municipal and or governmental agency upon whose property which in an activity is conducted, as well as their insurers, from any and all liability of nature to include; all injury or damage (including death) to all parties involved with activities. This includes minors, as a result of my/our participation in this activity, even if caused by my negligence or by the negligence of the renter's name above or any other persons.

#### **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of equipment of the below releases, I hereby agree as follows:

- 1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releases.
- 2) To release the releases, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
- 3) I agree to pay for all damages or loss of equipment that may occur during my rental. I acknowledge that charges will be automatically charged at the end of rental. My security deposit will not be refunded if charges accumulate more than damages owed. I may also be required to pay more than security deposit. I also agree to pay for loss of time/rentals if boat or waverunner is not able to be rented due to damage
- 4) I agree that all participants are physically fit and are medically cleared to participate in all activities
- 5) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

**I have read this Agreement, understand it, and agree to be bound by it.**

**I understand and agree that all operators of equipment born after January 1, 1988 must possess proof of boater's safety education and valid photo identification: \_\_\_\_\_ (INITIAL)**

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|--|----------------------------|-----|------|
| Signature of Primary Adult Participant | Name Printed-Neatly Please | DOB | Date |
|--|----------------------------|-----|------|

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|-------------------------|---------|
| Driver's License Number | Address |
|-------------------------|---------|

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Please list all Minor Participants

**Additional Participant Signatures: All additional participants have read this Agreement, understand it, and agree to be bound by it**

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

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Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature: \_\_\_\_\_ Participants Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Paid: \_\_\_\_\_ Boat #: \_\_\_\_\_ Time: \_\_\_\_\_