

RELEASE AND HOLD HARMLESS AGREEMENT - ALL WATERCRAFT

The undersigned is a customer of Seaside Waverunners LLC. He/She acknowledges that there may be risks inherent in the operation of equipment known as a Boat/Waverunner. The undersigned in consideration of the rental of the boat/waverunner to him/her acknowledges that he/she assumes the risk of any injury or death that may result from the use of the equipment and holds Seaside Waverunners LLC harmless from any claims for personal injuries or death. The undersigned further agrees to hold parties who may be injured as a result of the undersigned negligence. No operators under the age of 16 are permitted to rent Boats or Waverunners.

DAMAGE WAIVER

LESSEE STATES: I have rented the boat/waverunner and equipment from the lessor above and received it in good condition. I agree to pay for damage done to the boat/waverunner in accordance with the applicable Federal and State Laws and rules and regulations, and agree that I will be responsible for any fines or penalties assessed for any infraction of laws or rules committed by me while operation the boat/Waverunner. I assume FULL RESPONSIBILITY should the boat/waverunner covered by this lease become involved in an accident, which may result in damage or destruction of any property or injury to any person.

PRE BOARD CHECK LIST

- 1. Wear life jackets at all times
- 2. Do not follow each other or any other crafts
- 3. Stay 50 yards from any object
- 4. Stay 50 yards off shoreline
- 5. Give other vessell (s) the right of way
- 6. Look before you turn
- 7. Wear protective clothing
- 8. Maintain a proper look out
- 9. Maintain a SAFE speed
- 10. Never operate a craft after consumption of drugs or alcohol
- 11. I have received and understand the instruction in safe boating covering the United States Coastguard Navigation Rules, Equipment requirements for class A vessels, and operation of personal watercraft.
- 12. No Swimming
- 13. No Tubing or Water Skiing
- 14. Overtime Fees will be charged if returned late.
- 15. Please return all Watercraft in same condition as you received it (See Damage Waiver above).

NAME _____ PHONE NUMBER _____

ADDRESS _____

DATE OF BIRTH _____ SIGNATURE _____

NAME _____ PHONE NUMBER _____

ADDRESS _____

DATE OF BIRTH _____ SIGNATURE _____

NAME _____ PHONE NUMBER _____

ADDRESS _____

DATE OF BIRTH _____ SIGNATURE _____

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ADDRESS _____

DATE OF BIRTH _____ SIGNATURE _____

SEASIDE WAVERUNNERS, LLC.

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by SEASIDE WAVERUNNERS, LLC. (for the purpose of this Waiver and Release, the term "SEASIDE WAVERUNNERS, LLC includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of SEASIDE WAVERUNNERS LLC). The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to SEASIDE WAVERUNNERS, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify SEASIDE WAVERUNNERS, LLC of all potential operators, passengers, or users of the said equipment, he/she will be personally liable for any damage to the undisclosed individuals, even if such damages arise out of the negligence of SEASIDE WAVERUNNERS, LLC.

Initials: _____

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by SEASIDE WAVERUNNERS, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out the negligence of SEASIDE WAVERUNNERS, LLC. Initials: _____

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that SEASIDE WAVERUNNERS, LLC shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by SEASIDE WAVERUNNERS LLC including but not limited to drowning and other related injuries, collisions with other water craft or stationary objects, physical contact/collisions with the rental equipment itself or the wake created by the same and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes the full responsibility for any such injuries or damages which may occur, and agrees that SEASIDE WAVERUNNERS, LLC shall not be liable for any such loss or theft of personal property. The undersigned specifically agrees that SEASIDE WAVERUNNERS, LLC shall not be responsible for any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE BY SEASIDE WAVERUNNERS, LLC, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does apply to gross negligence or intentional torts by SEAIDE WAVERUNNERS, LLC Initials: _____

IV LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless SEASIDE WAVERUNNERS LLC for all personal injuries, property damages, or any other damages to any and all third parties including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation or use of equipment provided by SEASIDE WAVERUNNERS, LLV even if such damages arise out of the negligence of SEASIDE WAVERUNNERS, LLC . Initials: _____

V. ACKNOWLEDGEMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any quesiotns associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understand that he/she has an opportunity to bargain for different Waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that he/she is aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim agaist SEASIDE WAVERUNNERS, LLC'S NEGLIGENCE. Initials: _____

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaing terms shall continue in full force and effect. Initials: _____

*****READ RELEASE BEFORE SIGNING*****

RENTER DATE

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER

Participant check-out acknowledgement

Rental company name:

Date:

Renter:

Boat:

Boat rental check-out and training

General boating safety

1. Maintaining safe speed/monitor surroundings/drive defensively/no aggressive maneuvers
2. Maintaining a safe distance from other boats, objects and people
3. Do not enter the water without a lifejacket on, engine turned off and key removed
4. Conduct a head count before starting the engine
5. Always remain seated while the boat is in motion
6. Absolutely no sitting on the bow, sides or stern
7. Importance of attaching the engine shut-off cord/lanyard
8. Engine start and shut-off procedures
9. Dangers of CO2
10. Refueling procedures and engine blower use (if applicable)
11. Sound five blasts of the horn or whistle to signal danger or need for assistance
12. Boats do not have brakes – stopping the engine will not stop the boat
13. Proper boat anchoring procedures (if applicable)
14. Navigation rules – local laws, regulations, hazards and navigational markers
15. Towing sports safety, if allowed (i.e. water skiing, wake boarding, tubing)
16. Review the company and manufacturer safety stickers and content

Personal watercraft (PWC)

17. Dangers of water being forced into body cavities from the jet thrust nozzle – wetsuit or wetsuit bottoms recommended
18. Never apply throttle if any participants are in the water near the PWC
19. Dangers of loose items (i.e. clothing, hair, stones, etc.) being sucked into the jet drive intake
20. A life jacket must always be worn with kill switch lanyard attached
21. Horseplay is never allowed – no spraying or splashing others; no wake or wave jumping
22. Stopping the engine will not stop forward motion
23. Steering control is lost when the throttle is released, or when the engine is shut off
24. How to respond to a capsized PWC

