

MICRO VEHICLE TECHNOLOGY® LLC

Powered Water Skis

Product Liability Waiver, Release of Claims & Assumption of Risk Agreement

This Agreement is a legally binding contract between **Micro Vehicle Technology® LLC**, a Florida limited liability company (“MVT®”), and the undersigned purchaser, rider, operator, borrower, or participant (“Participant”).

By purchasing, receiving, assembling, charging, transporting, launching, riding, demonstrating, testing, or otherwise using the **Powered Water Skis** (“Product”), Participant agrees to be bound by all terms below.

IF YOU DO NOT AGREE, DO NOT PURCHASE OR USE THE PRODUCT.

SECTION 1 — ACKNOWLEDGMENT OF INHERENT RISKS

(Participant must initial each paragraph)

1.1 I understand that operating electrically powered watercraft involves **substantial inherent risks**, including but not limited to: falling, collisions, drowning, water inhalation, submersion, rapid acceleration, torque injuries, steering loss, and striking floating or submerged objects. *Initial:* _____

1.2 I understand that the Product contains **high-power electric motors, high-current lithium-ion battery systems, and high-voltage electronics**, which pose risks of electric shock, water intrusion, thermal runaway, fire, explosion, or rapid energy discharge. *Initial:* _____

1.3 I acknowledge that injuries may include, without limitation, lacerations, sprains, fractures, concussions, spinal injury, hypothermia, and death. I accept full responsibility for these risks. *Initial:* _____

1.4 I understand that **stability does NOT eliminate risk** and that “beginner-friendly” operation does not guarantee safe or injury-free use. *Initial:* _____

SECTION 2 — MINIMUM AGE, HEALTH, & FITNESS REQUIREMENTS

2.1 I certify that I am **18 years of age or older**, physically capable, able to swim, and not suffering from any condition (medical, neurological, orthopedic, cardiovascular, or otherwise) that would impair safe operation. *Initial:* _____

2.2 I will not allow any person under 18 to operate or ride the Product. *Initial:* _____

SECTION 3 — MANDATORY SAFETY EQUIPMENT

3.1 I agree to wear a **Coast Guard–approved personal flotation device (PFD)** at all times while operating or riding. *Initial:* _____

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3.2 I agree to wear a **watersports-rated helmet** (DOT/Snell/CE certified or equivalent). No helmet = no riding. *Initial:* _____

3.3 I accept that MVT® is not liable for the selection, fit, or performance of any helmet or protective equipment. *Initial:* _____

SECTION 4 — PRE-RIDE INSPECTION

4.1 I agree to inspect the Product before every ride for:

- Battery hatch seals
- Electrical connectors
- Visible cracks/damage
- Leaks or corrosion
- Kill-switch tether
- Throttle function
- Properly latched covers

Initial: _____

4.2 I accept full responsibility for operation even if defects are visible and I choose to ride anyway. *Initial:* _____

SECTION 5 — BATTERY, CHARGING & STORAGE ACKNOWLEDGMENT

5.1 I understand lithium-ion batteries carry risks of fire, thermal runaway, explosion, and chemical exposure. *Initial:* _____

5.2 I agree to charge **only** with MVT®-approved equipment and **never** charge while unattended, indoors, on a boat, or near flammable materials. *Initial:* _____

5.3 I will store the Product in a cool, ventilated, dry area and follow all transport guidelines. *Initial:* _____

SECTION 6 — NO MODIFICATION, NO REPAIR, NO DISASSEMBLY

6.1 I will not open, modify, bypass, rewire, alter firmware, adjust ESC settings, or otherwise tamper with any electrical, propulsion, or structural component. *Initial:* _____

6.2 Unauthorized repairs void any warranty and shift all liability to the Participant. *Initial:* _____

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SECTION 7 — RELEASE OF LIABILITY

To the fullest extent permitted by law, I hereby **release, waive, and discharge:**

Micro Vehicle Technology® LLC,

its owners, officers, engineers, employees, contractors, partners, manufacturers (including prototype and production partners), fabricators, suppliers, affiliates, successors, and assigns

(collectively, “Released Parties”)

from **any and all claims**, including those arising from:

- Injury, death, or property damage
- Product failure, malfunction, or defect
- Ordinary negligence of Released Parties
- Design characteristics inherent to electric watercraft
- My own misconduct, misuse, lack of skill, or failure to follow instructions

Initial: _____

SECTION 8 — INDEMNIFICATION

I agree to **defend, indemnify, and hold harmless** the Released Parties from all claims brought by:

- Third parties injured by my operation
- Unauthorized riders
- Persons affected by my misuse
- Any claim arising from modification or improper maintenance

Initial: _____

SECTION 9 — NO RESCUE, MEDICAL, OR SAFETY USE

The Product is **not** designed, certified, or intended for:

- Lifesaving
- Rescue operations

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- Medical transport
- Emergency response

I agree not to use it for such purposes. *Initial:* _____

SECTION 10 — PHOTOS, VIDEO & MEDIA RELEASE

I grant MVT® the right to use any photo/video taken during operation for marketing or documentation purposes, without compensation. *Initial:* _____

SECTION 11 — GOVERNING LAW, ARBITRATION & NO CLASS ACTIONS

11.1 This Agreement is governed exclusively by the laws of the **State of Florida**.

Initial: _____

11.2 Any dispute shall be resolved via **binding arbitration** in **Brevard County, Florida**.

Initial: _____

11.3 I waive all rights to a jury trial or class action. *Initial:* _____

SECTION 12 — ONLINE PURCHASE CONSENT

For online sales:

Checking the acceptance box on the MVT® shop page constitutes my electronic signature under the U.S. ESIGN Act and Florida Statutes. *Initial:* _____

SECTION 13 — SEVERABILITY

If any provision is unenforceable, the remainder of this Agreement remains in effect.

Initial: _____

SIGNATURE

Participant Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

If Participant is 18 or older, parent/guardian signature is not required.

No minors may operate this Product.