

Xtr3me Vortex, LLC

9015 Mavis Road  
Weeki Wachee, FL 34613  
(352) 293-5114  
[Xtr3meVortex@icloud.com](mailto:Xtr3meVortex@icloud.com)  
[www.Xtr3meVortex.com](http://www.Xtr3meVortex.com)

- 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 **Xtr3me Vortex, LLC**. \*(For purposes of this Waiver and Release, the term "**Xtr3me Vortex, LLC** includes all owners, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of **Xtr3me Vortex, LLC**).\* If any other rental agreement is used in addition to, or in conjunction with, this Release, the provisions of this Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. 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 **Xtr3me Vortex, LLC** all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify **Xtr3me Vortex, LLC** of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Xtr3me Vortex, LLC.**

Renter/Operator Initials: \_\_\_\_\_  
Xtr3me Vortex, LLC Initials: \_\_\_\_\_

II. EXPRESS ASSUMPTION OF RISK:

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by **Xtr3me Vortex, LLC** at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, use of the rental equipment and equipment accessories and assumes all risk of injury, illness, damage or loss that might result, even if the risk arise out of the negligence or fault of **Xtr3me Vortex, LLC.**

Renter/Operator Initials: \_\_\_\_\_  
Xtr3me Vortex, LLC Initials: \_\_\_\_\_

III. WAIVER/RELEASE OF LIABILITY:

By the execution of this Release, the undersigned agrees that **Xtr3me Vortex, LLC** shall not be liable for any damages arising from personal injuries sustained by the undersigned or any 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 **Xtr3me Vortex, LLC**. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that **Xtr3me Vortex, LLC** shall not be liable for any loss, damage, theft of personal property. The undersigned specifically agrees that **Xtr3me Vortex, LLC** shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Xtr3me Vortex, LLC**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by **Xtr3me Vortex, LLC.**

Renter/Operator Initials: \_\_\_\_\_  
Xtr3me Vortex, LLC Initials: \_\_\_\_\_

IV. LIABILITY TO THIRD PARTIES:

The undersigned hereby agrees that he/she will indemnify and hold harmless **Xtr3me Vortex, 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 the equipment provided by **Xtr3me Vortex, LLC**, even if such damages arise out of negligence or fault of **Xtr3me Vortex, LLC.**

Renter/Operator Initials: \_\_\_\_\_  
Xtr3me Vortex, LLC Initials: \_\_\_\_\_

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE:

The undersigned states that he/she has had sufficient time to review the **Waiver and Release of Liability Agreement** and be able to ask questions associated with said Release. The undersigned further states that he/she has carefully read the forgoing **Waiver and Release of Liability Agreement**, knows that contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use said equipment from **Xtr3me Vortex, LLC** with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. **The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring legal action to assert a claim against Xtr3me Vortex, LLC for Xtr3me Vortex, LLC negligence.**

Renter/Operator Initials: \_\_\_\_\_  
Xtr3me Vortex, LLC Initials: \_\_\_\_\_

**Operators that return their assigned PWC late by more than 20 Minutes will be charged  
(Late Fee Return Charge of \$50)**

**Over 40 Minutes Late without notifying Xtr3me Vortex, LLC @ 352 - 293 - 5114  
will cause us to contact the FWC & Local Police Department.**

**Xtr3me Vortex, LLC is required by law to report (MISSING PWC Rentals) that are Missing / Stolen or Damaged on return.**

**Renter/Operator Initials: \_\_\_\_\_**

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**FWC REQUIRES INFORMATION FOR ALL OPERATORS & PASSENGERS ON SAID RENTAL EQUIPMENT**  
**All OPERATORS MUST BE AT LEAST 16 YEARS OF AGE TO OPERATE EQUIPMENT PROVIDED BY XTR3ME VORTEX, LLC**

**DISCLAIMER:**

Renter agrees that he/she will disclose to **Xtr3me Vortex, LLC** all potential operators, passengers, and users of said rental equipment. Renter/Operator agrees that no person under the age of **16 years of age** will operate any of the equipment supplied by Xtr3me Vortex, LLC at any time. The Renter/Operator further agrees that in the event that he/she fails to notify **Xtr3me Vortex, LLC** of all potential operators, passengers, or users of said equipment, or allows a person to operator said equipment provided by Xtr3me Vortex, LLC under the age of **16 years of age** he/she will be personally liable for any damages, to the undisclosed individuals, including any damages to **Xtr3me Vortex, LLC** insurance requirements **even if such damages arise out of the negligence or fault of Xtr3me Vortex, LLC.**

**1: RIDER INFORMATION**

( Printed First Name ) ( Printed Last Name )  
( Operating PWC? ) ( YES or NO ) ( Phone Number )  
( Address / State / Zip Code ) ( Date of Birth )  
  
( Born Before January 1st, 1988? ) ( YES or NO )  
  
( FL Approved Boater Certificate # ) \_\_\_\_\_ ( If Required by Florida Law )

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**2: RIDER INFORMATION**

( Printed First Name ) ( Printed Last Name )  
( Operating PWC? ) ( YES or NO ) ( Phone Number )  
( Address / State / Zip Code ) ( Date of Birth )  
  
( Born Before January 1st, 1988? ) ( YES or NO )  
  
( FL Approved Boater Certificate # ) \_\_\_\_\_ ( If Required by Florida Law )

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**3: RIDER INFORMATION**

( Printed First Name ) ( Printed Last Name )  
( Operating PWC? ) ( YES or NO ) ( Phone Number )  
( Address / State / Zip Code ) ( Date of Birth )  
  
( Born Before January 1st, 1988? ) ( YES or NO )  
  
( FL Approved Boater Certificate # ) \_\_\_\_\_ ( If Required by Florida Law )

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**- EQUIPMENT RENTAL AGREEMENT & LIABILITY WAIVER -**

**VI. EQUIPMENT LIABILITY DISCLAIMER:**

Information collected at the time of booking, at the time / date of reservation could be and will be shared with required agencies ( FWC, Local Police Department & USCG ) under the State of Florida 24-hour request requirements for liveries outlined in the State of Florida boater safety laws including but not limited to the SB 606 Boater Safety Act. All PWC's ( Personal Watercrafts ) supplied by **Xtr3me Vortex, LLC** have registration numbers that are assigned, documented in the rental agreement and the ( Renter / Operator ) verifies that the proper equipment is assigned out to the Renter/Operator for said reservation.

**Renter/Operator Initials:** \_\_\_\_\_  
**Xtr3me Vortex, LLC Initials:** \_\_\_\_\_

It is the responsibility of the party or parties using the equipment supplied by **Xtr3me Vortex, LLC** for the rental to ensure that all possible precautions are taken to prevent any risk of personal injury, and to prevent any risk of damage to the equipment itself.

1. The "Equipment" assigned out to the Renter/Operator is **NOT TO BE TAMPERED WITH** at any point during the rental period. All Manufacture and other safety usage guidelines must be adhered to by the operators, renters, and passengers at all times.
2. The "Equipment" should not be ( **Rented** ) by anyone under the legal age of ( **18 Years Old** ) per State of Florida Boater Safety Laws, as well as having approved Florida Boating License Permit to operate said Personal watercraft ( **PWC** ) in the State of Florida..
3. The "Equipment" should not be ( **Operated** ) by anyone that is under the legal age of ( **16 Years Old** ) per Xtr3me Vortex, LLC policy as well as having approved Florida Boating License Permit to operate said Personal watercraft ( **PWC** ) per State of Florida Boater Safety Laws.
4. The "Equipment" remains the responsibility of the Renter/Operator during the specified rental period, from the time the Renter/Operator takes possession until such time as it is returned to **Xtr3me Vortex, LLC**.
5. Any repair or replacement costs incurred by operation, lost, stolen or otherwise damage to the said equipment will be the responsibility of the Operator/Renter on this agreement form.
6. **Operator/Renter/Passengers (AGREE)** that if there's any problem or malfunction with the equipment supplied by **Xtr3me Vortex, LLC** that the Operator/Renter will contact **Xtr3me Vortex Owners at (352)293/5114** to report it and have it exchanged or repaired. The Renter / Operator / Passengers or anyone one else will not endeavor to make adjustments, repairs independently at any time without written approval from and consulting with **Xtr3me Vortex, LLC Owners** first. All said equipment will be returned to **Xtr3me Vortex, LLC** immediately without delay so that a full safety review can be conducted, repairs completed by Licensed SeaDoo Repair Dealership before future operation.

All equipment, items assigned out to the Renter/Operator/Passengers are to be returned at the End of the Rental Period in the same condition(s) as supplied by **Xtr3me Vortex, LLC**. The Renter/Operator of this signed agreement ( **Agrees** ) that he/she is fully responsible ( **At Full Retail Cost** ) for any lost, stolen, damaged equipment or items while the equipment is in their possession including all service repair costs from Licensed Seadoo Repair Dealership in Florida. The repair shop will be decided by **Xtr3me Vortex, LLC Owners** based off of the situation.

7. The "Equipment" has been supplied by **Xtr3me Vortex, LLC** in ( **GOOD, SAFE WORKING CONDITION** ). The Renter/Operator agrees to return all equipment in comparable condition, accounting for reasonable levels of normal wear that is expected with usage during the rental period..
8. The Renter/Operator agrees that **At No Time** during the rental period that he/she, as well as the passengers on the personal watercraft (PWC) will be **under the influence of drugs or alcohol** and further agrees at no time is allowed to have **alcohol or drugs in their possession** during your rental period.
9. The Renter/Operator agrees that everyone on board the personal watercraft ( PWC ) is required to always wear, **Approved USCG Life Jacket** at all times while aboard the watercraft and during operation and further agrees that the operator of the personal watercraft **will attach the engine cutoff switch lanyard** to his/her person, clothing or PFD at all times **while operating the watercraft** on the water.
10. The Renter/Operator agrees to obey all posted signs on the water ways, agrees that the equipment will not be operated in any posted **swimming only areas** and further agrees not to operate the personal watercraft ( PWC ) in any **reckless or dangerous manner** which includes racing, wave jumping or operating said watercraft in a unsafe means.
11. **The Renter/Operator agrees that at no time shall the watercraft be refueled by any person other than Xtr3me Vortex, LLC authorized personnel.** If refueling is required please contact Xtr3me Vortex, LLC for more information.
12. The Renter/Operator assumes all responsibility for any damages to the "Equipment", or for any damages to others property, persons own injuries as well as passengers and others as a result of using the Equipment supplied by **Xtr3me Vortex, LLC** during the rental period. The Renter/Operator agrees to release and hold **Xtr3me Vortex, LLC** harmless from any and all claims, of any nature, arising from the Renters/Operators use of the equipment during the rental period. In the event that this directive to release and hold harmless proves itself legally unenforceable, the Renter/Operator hereby agrees to limit any damages claimed by the Renter/Operator or Passengers.
13. In the event of missing, stolen, not returned equipment the Renter/Operator/Passengers agree to allow **Xtr3me Vortex, LLC, Law Enforcement and Repossession Companies** to enter the premises of the Renter/Operators property to repossess the missing equipment.
14. The Renter/Operator & All Passengers hereby agree not to loan, lease or sublet the equipment owned by **Xtr3me Vortex, LLC** to other individuals or organizations at any time.
15. The Renter/Operator hereby agrees to pay all replacement and repair costs, including labor, tax, lawyer, court fees incurred through the damages to the equipment as well as third party personal property damages including daily rate of the said equipment being out of service paid directly to **Xtr3me Vortex, LLC** at the rate of \$400 per 24 hour day(s) until equipment is repaired or back in full operating service. The Renter/Operator agrees to pay the \$1000 insurance deductible in the event that a claim is filed on behalf of the said damages.

**Renter/Operator Signature:** \_\_\_\_\_  
**Xtr3me Vortex, LLC Signature:** \_\_\_\_\_

**Date / Time:** \_\_\_\_\_  
**Date / Time:** \_\_\_\_\_

**Rental Start Time / Date:** \_\_\_\_\_ **Rental End Time / Date:** \_\_\_\_\_

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- **Type of Vessel:** PWC
- **Year / Make / Model:** 2022 - Sea Doo Spark Trixx **3 UP**
- **Vin:** CA - YDVB3911F222
- **FL DO #:** FL 2344 TN
- **Max Capacity:** **3 Persons Max**
- **Max Weight:** 452 lbs/lb
- **( NEW ) Retail Replacement Cost: \$10,800.00**

**Renter/Operator Signature:** \_\_\_\_\_

Xtr3me Vortex, LLC Signature: \_\_\_\_\_

Rented: (Circle One)    YES    or    NO



- **Type of Vessel:** PWC
- **Year / Make / Model:** 2023 - Sea Doo Spark Trixx **2 UP**
- **Vin:** CA - YDV22367J223
- **FL DO #:** FL 2349 TN
- **Max Capacity:** **2 Persons Max**
- **Max Weight:** 352 lbs/lb
- **( NEW ) Retail Replacement Cost: \$11,000.00**

**Renter/Operator Signature:** \_\_\_\_\_

Xtr3me Vortex, LLC Signature: \_\_\_\_\_

Rented: (Circle One)    YES    or    NO



- **Type of Vessel:** PWC
- **Year / Make / Model:** 2022 Sea Doo Spark Trixx **2 UP**
- **Vin:** CA - YDV95019A222
- **FL DO #:** FL 8651 TN
- **Max Capacity:** **2 Persons Max**
- **Max Weight:** 353 lbs/lb
- **( NEW ) Retail Replacement Cost: \$10,200.00**

**Renter/Operator Signature:** \_\_\_\_\_

Xtr3me Vortex, LLC Signature: \_\_\_\_\_

Rented: (Circle One)    YES    or    NO

\*\*\* **READ AND UNDERSTAND EQUIPMENT RENTAL AGREEMENT & LIABILITY WAIVER BEFORE SIGNING** \*\*\*

Renter / Operator (Signature)

Renter / Operator (Printed First & Last Name)

Renter / Operator (Driver License Number)

Renter / Operator (DL # EXP. DATE)