



WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER - This Waiver and Release Agreement applies to all renters, passengers, and users of equipment provided by BOLD CITY PARTY BOAT TOURS, LLC (For purposes of this Waiver and Release, the term "BOLD CITY PARTY BOAT TOURS" includes all principals, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of BOLD CITY PARTY BOAT TOURS). The undersigned agrees that he/she is also signing this Release on behalf of next of kin, heirs, and representatives.

I. The undersigned agrees that he/she will disclose all potential passengers and users of said rental equipment to BOLD CITY PARTY BOAT TOURS. The undersigned further agrees that if he/she fails to notify BOLD CITY PARTY BOAT TOURS of all potential 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 BOLD CITY PARTY BOAT TOURS.

II. **ACKNOWLEDGEMENT OF RISKS** – The undersigned acknowledges all risks of participating in watersport activities, rental, and use, including but not limited to: 1) Changing water flow, currents, and watercraft wakes or waves; 2) Collisions with other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, drowning and/or death; 4) Attack by or encounter with insects and marine life forms; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun-related injuries or illnesses, including sunburn, sunstroke or dehydration. Unknown or unanticipated risks may also result in injury, illness, or death.

III. **EXPRESS ASSUMPTION OF RISK** – The undersigned agrees that he/she is renting and using the equipment provided by BOLD CITY PARTY BOAT TOURS at his/her own risk. The undersigned agrees that he/she voluntarily participates in all activities related to the rental or use of the rental equipment. The undersigned assumes full responsibility for all risks of personal injury, damage, loss, accident, or illness, as well as any resultant expenses from all risks undertaken, regardless of the cause, even if the risks arise out of the negligence or fault of BOLD CITY PARTY BOAT TOURS.

IV. **WAIVER/RELEASE OF LIABILITY** – By the execution of this Release, the undersigned voluntarily releases, forever discharges, and agrees to indemnify and hold harmless BOLD CITY PARTY BOAT TOURS from any and all liability of any nature for any and all injury, damage, loss, accident or illness sustained by the undersigned as a result of any and all activities related to the rental or use of equipment provided by BOLD CITY PARTY BOAT TOURS regardless of the cause. The undersigned assumes full responsibility and agrees that BOLD CITY PARTY BOAT TOURS shall not be responsible or liable for any injuries, damages, loss, or theft of personal property, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY BOLD CITY PARTY BOAT TOURS, whether such negligence is present at the signing of this Release or takes place in the future.

Further, in consideration for the rental and use of equipment from BOLD CITY PARTY BOAT TOURS, I release from all liability and promise not to sue BOLD CITY PARTY BOAT TOURS for any and all claims as stated that may occur as a result of my participation, rental, and use of equipment from BOLD CITY PARTY BOAT TOURS. I further agree to hold BOLD CITY PARTY BOAT TOURS harmless from any and all claims, including attorneys' fees and all damages. If BOLD CITY PARTY BOAT TOURS incurs any of these types of expenses, I agree to reimburse BOLD CITY PARTY BOAT TOURS. If I need medical treatment, I agree to be financially responsible for any and all costs incurred as a result of such treatment. I am aware and understand that I

should carry my own health insurance. This Waiver and Release does not apply to gross negligence or intentional torts by BOLD CITY PARTY BOAT TOURS.

V. LIABILITY TO THIRD PARTIES – The undersigned agrees that he/she will indemnify and hold harmless BOLD CITY PARTY BOAT TOURS for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to passengers of other watercraft as a result of any and all activities related to the rental or use of equipment provided by BOLD CITY PARTY BOAT TOURS even if such damages arise out of the negligence or fault of BOLD CITY PARTY BOAT TOURS.

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to read and review the Waiver and Release and to ask any questions associated with said Release to understand the provisions as stated. The undersigned has also been instructed by BOLD CITY PARTY BOAT TOURS of all requirements and policies for the rental and use of equipment, as well as been afforded the time to read and review all requirements and policies stated on its website at <https://boldcitypartyboats.com/pricing>. The undersigned signed this Release as his/her free act. The undersigned warrants that he/she has chosen to rent or use equipment from BOLD CITY PARTY BOAT TOURS with the knowledge that signing this Release is required for the equipment's rental and use. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against BOLD CITY PARTY BOAT TOURS for BOLD CITY PARTY BOAT TOUR's negligence.

I am 18 years or older. I understand the legal consequences of signing this document. I know that this document is written to be as broad and inclusive. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I agree that any legal proceeding concerning this Waiver and Release Agreement, or the rental and use of equipment from BOLD CITY PARTY BOAT TOURS, shall be within the venue and jurisdiction of the Duval Circuit Court in Duval County, Florida. I have read this document, and I am signing it freely by submitting this form in person, by mail, or electronically. No other representations concerning the legal effect of this document have been made to me.