

2022 LakeTime Watersports Wavier

Each member of your party who is 18 and older must fill out this form individually. This includes drivers and passengers. In addition, all minors (17 & Younger) must be signed for by a parent or guardian over 18 in the minor section of this document. If the document is filled out incorrectly, you will resign it upon arrival, which could cause your trip to be delayed, rescheduled, or canceled.

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of LakeTime Watersports LLC. Their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as ("LakeTime Watersports")), I hereby agree to release, indemnify, and discharge, LakeTime Watersports on behalf of myself, my spouse, my children, my parents, my relatives, my heirs, assigns, personal representative and estate(s) as follows:

I acknowledge that my participation in jet ski tours, jet ski rentals, PWC (Personal Water Craft), and boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

THE RISKS INCLUDE, among other things: slips and falls; being struck by the equipment on take-off and landing; the forces of nature, including extremes of weather, lightning and rapid weather changes, exposure to the sun, strong wind, cold, large waves, wakes, eddies and whirlpools, tidal conditions, surf, and currents; the risk of collision with objects, rock, wooden logs or other watercraft; crashing; the risk of personal watercraft capsize and entrapment; the risk of prolonged exposure to cold water, hypothermia, cold water shock; accidental drowning; sunburn, dehydration, heat exhaustion, heatstroke, and heat cramps; the risk of exposure to insect bites; aggressive and/or poisonous marine life; travel in remote areas; illness in remote areas; wrist, arm, shoulder, and/or back injuries; my own physical condition; and the physical exertion associated with these activities.

Initials

Furthermore, LakeTime Watersports and their employees will be held from liability if they are misconstrued about your fitness or abilities. You are required to inform an employee of any condition, which might affect your ability to perform in this activity. Weather or other environmental conditions are out of the control of LakeTime Watersports employees, and you should use your best judgment when participating in this activity. LakeTime Watersports is not responsible for equipment malfunctions.

- I expressly agree and promise to accept and assume all of the risks existing in this activity. I fully understand that this activity, "Jet Skiing," may be dangerous if I do not pay attention to the safety video/safety speech and have inexperience operating a PWC. I also / My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard-approved personal flotation device (life jacket) while participating in this activity. I verify that I can fully speak and understand PWC directions to operate a Jet Ski in the English Language. **Initials** _____
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LakeTime Watersports any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LakeTime Watersports equipment or facilities, **INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF LakeTime Watersports.** **Initials** _____

- Should LakeTime Watersports or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This may include but not be limited to attorney's fees and all collection agency fees and charges LakeTime Watersports incur. **Initials** _____
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I am fully responsible for all personal items. LakeTime Watersports is not responsible for any extra personal items while any PWC activity. **Initials** _____
- In the event that I file a lawsuit against LakeTime Watersports, I agree to do so solely in the state of South Carolina, and I further agree that the substantive law of South Carolina shall apply.

Initials _____

- I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. **Initials** _____

COVID-19

Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), our business is taking extra precautions with the care of every client to include health history review and enhanced sanitation/disinfecting procedures in compliance with CDC guidance.

Symptoms of COVID-19 include Fever, Fatigue, Dry Cough, and Difficulty Breathing.

I agree to the following:

A. I understand the above symptoms and affirm that I, as well as all household members, do not currently have nor have experienced the symptoms listed above within the last 14 days.

Initials

B. I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days.

Initials

C. I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days.

Initials

D. I affirm that I, as well as all household members, have not traveled outside of the country or to any city considered to be a "hot spot" for COVID-19 infections within the past 30-days.

Initials

E. I understand that LakeTime Watersports cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.

Initials

Our business is following these enhanced procedures to prevent the spread of COVID-19: By signing below, I agree to each statement above and release LakeTime Watersports any and all liability for unintentional exposure or harm due to COVID-19.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LakeTime Watersports on the basis of any claim from which I have released them herein. I am fully responsible for all damages incurred with the Jet Ski(s) I am renting under my reservation and all property involved, damaged, and lost. This includes Repair Bills and/or Deductible if insurance is purchased. If I do not pay in full for all damages immediately after my rental, my credit card will be charged the full amount, and I CAN NOT DISPUTE THE CHARGE. If the Credit Card does not have enough credit or the Full Repair bill is not paid in full, 24.99% interest will be added to the delinquent bill the following / next day. 24.99% interest will be compounded every month until the delinquent bill is paid in full. If legal representation is needed to collect the repair bill / any delinquent bills, I will be required to reimburse all legal costs. If a collection agency is needed to recover the bill late and unpaid, I will be required to pay all the collection agencies fees and extra charges. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Name

Phone Number

Address

City

State

AlabamaAlaskaArizonaArkansasCaliforniaColoradoConnecticutDelawareFloridaGeorgiaHawaiiIdahoIllinoisIndianaIowaKansasKentuckyLouisianaMaineMarylandMassachusettsMichiganMinnesotaMississippiMissouriMontanaNebraskaNevadaNew HampshireNew JerseyNew MexicoNew YorkNorth CarolinaNorth DakotaOhioOklahomaOregonPennsylvaniaRhode IslandSouth CarolinaSouth DakotaTennesseeTexasUtahVermontVirginiaWashingtonWashington DCWest VirginiaWisconsinWyoming

Zip Code

Email

Sign

Date

**LAKETIME WATERSPORTS MAY USE YOUR PHOTOGRAPH IN FUTURE ADVERTISING MATERIAL.
UPON YOUR REQUEST, YOU MAY OPT-OUT VERBALLY AND IN WRITING.**

**I WOULD LIKE LAKETIME WATERSPORTS TO TAKE PICTURES OF MY EXPERIENCE FOR A PHOTO
PACKAGE OFFER AND POSSIBLY USE MY PHOTOS FOR FUTURE ADVERTISING.**

Select Option

Yes No

Initial

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of

Please select who will be participating:

Adult

Minor(s)

Adult and Minor(s)

Being permitted by LakeTime Watersports to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LakeTime Watersports from any and all claims which are brought by, or on behalf of Minor and myself, and which are in any way connected with such use or participation by Minor. I am fully responsible for all damages and losses incurred by this minor(s) in the above condition's agreement during my reservation:

