

IN CONSIDERATION OF THE AGREEMENT HEREIN, LESSOR DOES LEASE TO THE UNDERSIGNED LESSEE THE CRAFT AND EQUIPMENT DESCRIBED HEREIN.

- LESSEE AGREES SAID CRAFT WILL NOT BE OCCUPIED BY A GREATER NUMBER OF PERSONS THAN SPECIFIED BY LESSOR. IN THE EVENT THE CRAFT IS NOT RETURNED AT THE TIME SPECIFIED HEREIN, SAID LESSEE AGREES TO PAY FOR OVERTIME AT THE RATE POSTED IN THE OFFICE.
- LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED.
- THAT HE/SHE WILL OPERATE IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED AT THIS LOCATION AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.
- LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 6 ON THE REVERSE SIDE.
- LESSEE AGREES HE/SHE HAS RESPONSIBLE FOR ANY DAMAGE WHICH OCCURS TO THEIR VEHICLE/ EQUIPMENT DURING THEIR RENTAL AND LESSEE AGREES TO REMIT PAYMENT DIRECTLY TO LESSOR TO COVER SAID DAMAGES. LESSEE ACKNOWLEDGES THAT THE DAMAGES COULD AMOUNT TO THE VALUE OF THE VEHICLE(S) BEING APPROXIMATELY EIGHT THOUSAND DOLLARS (\$8,000) PER UNIT WHICH LESSEE WOULD BE RESPONSIBLE FOR IMMEDIATELY UPON RETURN OF THE VEHICLE/EQUIPMENT.
- THIS IS TO CERTIFY THAT I, THE LESSEE, IS EXPERIENCED AND CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF A CRAFT SUCH AS THE ONE RENTED ABOVE.
- I HAVE READ BOTH SIDES OF THIS AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS AGREEMENT

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of

MINOR'S NAME: \_\_\_\_\_ MINOR'S AGE: \_\_\_\_\_

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MINOR'S NAME: \_\_\_\_\_ MINOR'S AGE: \_\_\_\_\_

MINOR'S NAME: \_\_\_\_\_ MINOR'S AGE: \_\_\_\_\_

MINOR'S NAME: \_\_\_\_\_ MINOR'S AGE: \_\_\_\_\_

MINOR'S NAME: \_\_\_\_\_ MINOR'S AGE: \_\_\_\_\_

being permitted by IWS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless IWS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

**\*READ BOTH SIDES OF THIS AGREEMENT BEFORE SIGNING BELOW**

1. In consideration of the services of Island 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 "IWS"), I hereby agree to release, indemnify, and discharge IWS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

2. I acknowledge that my participation in kayaking, paddleboards, and waverunner 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 simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Slips and falls; falling objects; water hazards; high wind or waves; exhaustion; equipment failure; boat capsizes and entrapment; travel in remote areas; collision with objects or other watercraft; and rapidly changing adverse weather and water conditions; water craft are slippery when wet and accidents can occur getting in or out; accidents involving other bicycles or vehicles; collision with fixed or movable objects; the negligence of other operators of motor vehicles or myself; weather conditions; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to cold water can result in cold water shock, hypothermia and in extreme cases death and accidental drowning is a possibility; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; the condition of roads, terrain, or highways and accidents connected with their use. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered. Furthermore, IWS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless IWS from 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 IWS's equipment or facilities, including any such claims which allege negligent acts or omissions of IWS.

4. Should IWS 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.

5. 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.

6. In the event that I file a lawsuit against IWS, I agree to do so solely in the state of New Jersey, and further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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. 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 IWS on the basis of any claim from which I have released them herein.

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.