

**CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY
WAIVER AND RELEASE AGREEMENT**

IN CONSIDERATION of being permitted to participate in the boat rental provided by [Southernmost Boat Rentals, LLC](#) for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, any other boat guests and for my/our heirs, personal representatives, or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include but not limited to (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical conditions, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazards which can result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet.

Initials _____

I specifically acknowledge that I have been given instructions/training in the proper use of safety gear and equipment used during this rental to my complete satisfaction. I understand all safety and equipment information provided and I am physically/mentally able to participate in the rental which I am about to engage.

Initials _____

I understand that past or present medical conditions may be contraindicative to my participation in the charter/rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

Initials _____

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume responsibility for all the risks of the rental to which I am about to engage, whether identified above or not. My/our participation in the rental is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I

assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity.

This Agreement shall be governed by the laws of the state of Florida, USA. Any legal action relating to or arising out of this agreement against or with respect to Southernmost Boat Rentals, LLC shall be commenced exclusively in Florida, USA. I agree that I will reimburse in full any attorney fees incurred by Southernmost Boat Rentals, LLC or their Insurers company to defend any legal action pertaining to violations of this agreement.

I HEREBY RELEASE Southernmost Boat Rentals, LLC PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES, THEIR INSURERS AND EACH AND EVERY LANDOWNER UPON WHOSE PROPERTY ACTIVITY IS CONDUCTED and EVERY AFFILIATE COMPANY WHO FACILITATED THE RENTAL PURCHASE FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE BOAT RENTAL ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE.

Initials _____

I have read this assumption and acknowledgement of risks and release of liability agreement. I understand that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving any and all legal rights I may have against the owner (Southernmost Boat Rentals, LLC), their employees or agent affiliates. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE BOAT RENTAL TO HOLD HARMLESS AND INDEMNIFY THE OWNERS, OPERATORS AND AFFILIATES NAMED ABOVE FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN WHOM I AM LEGALLY RESPONSIBLE FOR (INCLUDING DEATH).

Print Name		Date of Birth	
Address		Email	
Signature		Date	

To be completed by the Parent/Guardian of any participant under 18 years of age:

Minor Name		Minor DOB	
Address		Parent/Guardian Name	
Parent/Guardian Signature		Date	