



## **WAIVER AND RELEASE OF LIABILITY AGREEMENT**

- I. **DISCLAIMER** – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Sundaze Rentals, LLC \*(for purposes of this Waiver and Release, the term “Sundaze Rentals, LLC” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Sundaze Rentals, LLC.) If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of the undersigned minor child(ren). Renter agrees that he/she will disclose to Sundaze Rentals, LLC, all potential operators, passengers, or uses 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 Sundaze Rentals, LLC.
- II. **ACKNOWLEDGEMENT OF RISKS** – The undersigned hereby acknowledges that some, but not all of the risks participating in watersport activities include: Changing water flow, tides, currents, wave action and ship wakes; Collisions with any of the following: Other participants; Other boats; Manmade and Natural Objects; Collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, drowning, and/or the possibility of death: Attack by or encounter with insects and marina life forms; Equipment failure or operator error; Sense of balance, loss of coordination, ability to operate equipment, swim or follow directions; temperature; Wind inclement weather, lightening, variances and extremes of wind, weather and temperature; Heat or sun related injuries or illness, including sunburn, sunstroke and/or dehydration of these risks is not complete and that unknown or anticipated risks may result in injury, illness, serious bodily harm or possible death.
- III. **EXPRESS ASSUMPTION OF RISK** – The undersigned hereby agrees that he/she is renting, operating, or using the equipment provided by Sundaze Rentals, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to rental, operation, and/or use of the rental equipment. The undersigned assumes full responsibility for the risks or personal injury, accidents or illness, including but not limited to: sprains, torn muscles, and/or ligaments; fractures or broken bones; eye damages; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bites or attacks; shock, paralysis, drowning, and/or death and for any resultant expenses regarding any of the forgoing risks, injury, illness, damage or loss that might result, regardless of the cause even if the risks arise out of the negligence or fault of Sundaze Rentals, LLC.



- IV. **WAIVER AND RELEASE OF LIABILITY** – By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Sundaze Rentals, LLC from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor child or children under the undersigned’s custody, care, and/or control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Sundaze Rentals, LLC, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Sundaze Rentals, LLC shall not be liable for any loss or theft of personal or private property. The undersigned specifically agrees that Sundaze Rentals, LLC shall not be responsible for such injuries, damages, and loss of theft. **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY SUNDAZE RENTALS, 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 Sundaze Rentals, LLC.
- V. **LIABILITY TO THIRD PARTIES** – The undersigned hereby agrees that he/she will indemnify and hold harmless Sundaze Rentals, 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 boat’s and the 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 Sundaze Rentals, LLC, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY SUNDAZE RENTALS, LLC**.
- VI. **FLORIDA LIFE JACKET LAW:**
- All recreation vessels must have at least one personal flotation device (PFD) that is U.S. Coast Guard (USCG) approved and the proper size for each person on the board.
  - Vessels 16 feet or longer must have one “throwable” Type IV PFD which is USCG approved and immediately available.
  - Children under six years old must wear a USCG approved life jacket at all times on any vessel less than 26 feet in length that is underway in Florida waters.
  - Children under 13 years of age on vessels operating on waters outside of the geographical boundaries of Florida must wear a USCG approved PFD unless the child is below deck or in an enclosed cabin.
  - Each person on a personal watercraft (PWC), such as a Wave Runner or Jet Ski, must wear a USCG approved life jacket.
  - Upon acceptance of this Waiver and Release, the Lessee(s) hereby acknowledge and understand that the laws pertaining to the use of Life Jackets is the sole responsibility of the Lessee(s) and shall indemnify and hold harmless Sundaze Rentals, LLC. This Notice Regarding Life Jackets is provided for informational purposes only. Lessee(s) are solely responsible for abiding by these laws and rules. Any citation(s) received



for failure to follow these rules or safety regulations is the sole responsibility of the Lessee(s).

- VII. **ACKNOWLEDGEMENT OF WAIVER AND RELEASE** – The undersigned states that he/she has had sufficient time to review the Waiver and Release and ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows 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 equipment from Sundaze Rentals, LLC with the knowledge of 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 Sundaze Rentals, LLC for negligence.

**\*\*\*\*\*READ RELEASE BEFORE SIGNING\*\*\*\*\***

## **RULES AND CONDITIONS**

Please check the box where it says I AGREE

In consideration of being permitted to lease a watercraft and/or equipment (any equipment) from Lessor, Lessee or signer further agree(s)

- (a) Reservations cancelled seven (7) or more days of actual boat rental will forfeit 20% of rental amount paid. Reservations cancelled less than seven (7) days before actual boat rental will forfeit 50% of rental amount paid. There will be no refunds for leased watercraft and/or equipment returned early, and that all leased watercraft and/or equipment is due in at Sundaze Rentals no later 5:00 pm EST. Lessor reserves the right to cancel this Rental Agreement due to inclement or impending bad weather. Rental fee will be prorated based upon time used
- (b) **ALL RENTERS AND ANYONE OPERATING A RENTAL BOAT MUST BE AT LEAST TWENTY-FIVE (25) YEARS OF AGE AT THE TIME OF RENTING AND PROVIDE PROOF OF SUCH AGE**
- (c) Credit Card: A valid credit card must be provided onsite prior to departure to rent any boat
- (d) Sundaze Rentals reserves the right to limit partial day rentals
- (e) The Lessee(s) acknowledge he/she has carefully examined the boat and finds it suitable for the purpose for which it is leased, and that any accessory equipment is in suitable and acceptable condition: that he/she will maintain both boat and equipment in a safe and dependable manner while under his/her custody and control
- (f) Lessee(s) agrees to not use, nor permit the use or operation of the rental under ANY of the following:
  - The rental boat for any illegal or unlawful purposes;
  - The rental boat in a careless and/or negligent manner;



- The rental boat while under the influence of any alcoholic beverages, narcotics; or any other drug (whether prescription or nonprescription) that may impair your ability to properly operate a vessel;
  - Any person not the signatory of this agreement, at least twenty-five (25) years of age, or not equally qualified; and
  - The rental boat after dark
- (g) Lessee(s) acknowledges his/her responsibility for the safe and proper operation of the boat, and for the safety and welfare of other boaters, persons, and passengers. It is **AGREED AND UNDERSTOOD BY LESSEE(S)** that the Lessor shall not be held liable for the damages, inconvenience or time lost caused by an accident, breakdown, or malfunction of the rental boat. Lessee(s) **FURTHER AGREE** to indemnify and hold harmless the Lessor and its agents, affiliates, and personnel from, and against any and all claims for loss or damage to property or injury to persons (including death) resulting through use, operations, or possession of said rental boat. Lessee(s) further agrees to hold the Lessor harmless should loss or damages occur to any Lessee's personal property while carried in, or on, the rental boat, including loss or damage by fire, water, theft, or any other causes whatsoever.
- (h) Lessee(s) expressly agrees to indemnify and hold Lessor and its agents, managers, affiliates, and personnel, harmless against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing Rental Contract by Lessor, including any expenses incurred in possession of said Rental property and/or enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be bound by the laws of the State of Florida and County of the Lessor.
- (i) In the event of a malfunction, breakdown, or if any defect is discovered after the acceptance of the rental boat the Lessee(s) will immediately report it to the Lessor by telephone at 352-405-8051. Continued use of the vessel shall be entirely at the Lessee(s) risk and this Lessee(s) assumes full liability of injury or damages to all persons and property that may become involved by its continued use, including but not limited to any damages to the boat rental or rental equipment.
- (j) Lessor's ability to provide rental boat if reserved, is contingent upon and subject to the return of the unit by the previous Lessee(s), or any other cause beyond the Lessor's control.
- (k) The rules and regulations contained herein and as posted in the office, on the boat and/or the grounds by the Lessor are for the safety and welfare of all who uses the facilities. The Lessee(s) certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and/or guests will always obey these rules.



- (l) Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and enforceability, and the remainder shall not be affected and will remain in full force and effect.
- (m) Lessee(s) expressly agrees to not travel more than five miles off the coast of Florida at any given time.
- (n) Lessee(s) may be subject to a facility launch and use fee, when applicable.

**I AGREE TO THESE RULES**

☐ **I Agree**

to (a) through (l)

**Condition of Boat upon Return:**

- (a) Lessee(s) shall return the boat to the designated docking area clean, free of garbage and/or debris, and in the same condition as it was rented, apart from ordinary wear and tear.
- (b) A major credit card authorization (Visa, Mastercard, Discover, American Express and/or Debit) in the amount of \$ to be determined, shall be retained by the Lessor as partial compensation for failing to return said rental boat in good condition, ordinary wear and tear excluded, when received; and for reimbursement of articles damaged, missing and/or broken; or to be applied to the rental charges upon return of the boat by Lessee(s)

☐ **I Agree**

to (a) and (b)

**Designated Boat Operator's Name**

First Name\* Click or tap here to enter text. Last Name\* Click or tap here to enter text.

Phone\* Click or tap here to enter text.

**Designated Boat Operator's Date of Birth**



Month      Day      Year

Click or tap here to enter text.

### **Designated Boat Operator's Signature**

Signature\* Click or tap here to enter text.

### **ADDRESS**

Address Line 1\* Click or tap here to enter text.

Address Line 2\* Click or tap here to enter text.

Country\* Click or tap here to enter text.

City\* Click or tap here to enter text.

State/Province\* Click or tap here to enter text.

Zip/Postal\* Click or tap here to enter text.

### **Email**

Email Address\* Click or tap here to enter text.

### **Drivers License/ID Card**

Driver's License/ID Card Number\* Click or tap here to enter text.

Issuing State\* Click or tap here to enter text.

### **Rental Information**

Date of anticipated Rental\* Click or tap here to enter text.

Boaters License Number\* Click or tap here to enter text.

