

GOLDEN TRIANGLE WATER SPORTS PERSONAL WATERCRAFT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned (hereinafter referred to as “Lessee”), have requested to engage in watersports activities with GOLDEN TRIANGLE WATER SPORTS (hereinafter referred “Lessor”), which includes the owner(s) and/or business, to rent or operate a personal watercraft (hereinafter referred to as “PWC”) and/or to participate in PWC or boating activities sponsored by Lessor, and in consideration of being permitted to, for any purpose: a) enter the premises occupied by Lessor b) rent and/or operate PWC or boats, and/or; c) participate in PWC or boating activities, I, for myself, my personal representative, heirs, next of kin, executors, administrators, successors, and assigns, hereby:

_____ **A. Release, Remise, Discharge.** Lessee agrees to **RELEASE, REMISE, AND DISCHARGE**, GOLDEN TRIANGLE WATER SPORTS, the owners and operators of the PWC and boating activities sponsored by GOLDEN TRIANGLE WATER SPORTS, the owners and licensors of the premises occupied by GOLDEN TRIANGLE WATER SPORTS and their respective servants, agents, employees, and officers (hereinafter referred to as “releasees”), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any way related to my presence on the premises occupied by GOLDEN TRIANGLE WATER SPORTS and/or my participation in any activities sponsored by GOLDEN TRIANGLE WATER SPORTS. **INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES’ NEGLIGENCE.**

_____ **B. Waiver/Release of Liability.** By the execution of this Release, Lessee agrees that GOLDEN TRIANGLE WATER SPORTS shall not be liable for any damages arising from personal injuries sustained by the Lessee or any minor children under the Lessee’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by GOLDEN TRIALGE, shall not be liable for any loss or theft of personal property. THE UNDERSIGNED SPECIFICALLY AGREES THAT GOLDEN TRIANGLE WATER SPORTS SHALL NOT BE RESPONSIBLE FOR SUCH INJURIES, DAMAGES, LOSS OR THEFT, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY GOLDEN TRIANGLE WATER SPORTS, whether such negligence is present at the signing of this Release or takes place in the future. The Waiver and Release does not apply to gross negligence or intentional torts by GOLDEN TRIANGLE WATER SPORTS.

Lessee agrees and understands the following:

_____ **1. RENTAL.** In consideration of the Agreement herein, GOLDEN TRIANGLE WATER SPORTS does lease to the Lessee a certain PWC, and Lessee agrees to lease the PWC from GOLDEN TRIANGLE WATER SPORTS on the terms and conditions set forth in this agreement, and to pay to GOLDEN TRIANGLE WATER SPORTS at the rate stated. There will be no refunds in the event of an early return.

_____ **2. DEPOSIT.** Lessee agrees to provide GOLDEN TRIANGLE WATER SPORTS with a cash deposit 1) in the amount of Three Hundred Dollars (\$300.00), and/or 2) a credit card and driver’s license to be held for the duration of the ride (the credit card will not be charged, unless damage occurs to the PWC), which deposit shall serve as security for and may be applied against any damage or charges that may be due GOLDEN TRIANGLE WATER SPORTS as provided herein. GOLDEN TRIANGLE WATER SPORTS’ application of any portion of this damage deposit towards damages or charges shall not be GOLDEN TRIANGLE WATER SPORTS’ exclusive remedy for damages, charges or other monies that may be due to GOLDEN TRIANGEL WATER SPORTS under this Agreement.

_____ **3. Minimum Age.** Lessee shall provide evidence that he/she is at least eighteen (18) years of age.

_____ **4. LAWS.** Lessee agrees that he/she will operate the personal watercraft in accordance with GOLDEN TRIANGLE WATER SPORTS Safety Rules and in accordance with all laws of Texas governing the operation of the PWC, included but not limited to local, state and/or federal laws, rules and regulations. Lessee further agrees to

personally pay any ticket, citation or suit arising from his/her use of the PWC and agrees to operate the personal watercraft in a safe and law abiding manner.

5. GOLDEN TRIANGLE WATER SPORTS SAFETY RULES. Lessee shall familiarize himself/herself with all operating instructions for the PWC. Lessee shall assure that the personal watercraft is used in a safe manner utilizing the highest standard of care to avoid injuries and damage to the PWC or other property. The PWC shall not be used in connection with stunts, racing, the towing of person or property, or any other use which might result in injury to person or damage to property. Lessee represents that he/she is familiar with the operation of the PWC and that he/she has read and understands the Safety Rules and which are incorporated herein by reference and Lessee further agrees to comply and abide with each and every one of these Safety Rules. These rules will be provided to you by the guide through verbal instructions and by the Safety Rules attached.

6. Assumption of Risk. My participation in PWC or boating activities, as with any watersport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of PWC and/or boats. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. Lessee understand these rules and assume the risk of harm presented by these dangers. Lessee agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **EVEN IF THE RISKS ARISE OUT OF THE NEGLIGENCE OR FAULT OF GOLDEN TRIAL WATER SPORTS.**

7. Indemnity and Liability to Third Parties. Lessee hereby agrees to bind him/her self, their heirs, personal representatives and assigns and hereby release and discharge, the PWC owners, tour guides, GOLDEN TRIANGLE WATER SPORTS, its employees, agents and assigns may have, or may claim to have, for negligence, personal injuries, property damages, or any other damages created by or arising from the use, operation, handling, or transportation of the PWC by Lessee or anyone else during the Rental Period of the PWC, and Lessee shall indemnify Lessor and its heirs, employees, agents and assigns if Lessee or anyone else should fail to respect any of the provisions herein, **EVEN IF SUCH DAMAGES ARISE OUT OF NEGLIGENCE OR FAULT OF GOLDEN TRIANGLE WATER SPORTS.** Furthermore, Lessee hereby agrees to defend, indemnify and hold harmless, PWC owners, tour guides, GOLDEN TRIANGLE WATER SPORTS, its employees, agents and assigns may have, or may claim to have, for negligence, personal injuries, property damages, or any other damages created by or arising from the use, operation, handling, or transportation of the PWC by Lessee or anyone else during the Rental Period of Lessee, **EVEN IF SUCH DAMAGES ARISE OUT OF NEGLIGENCE OR FAULT OF GOLDEN TRIANGLE WATER SPORTS.** Lessee hereby agrees to defend, indemnify and hold harmless, PWC owners, tour guides, GOLDEN TRIANGLE WATER SPORTS, its employees agents and assigns from any and all claims, damages, demands, costs, losses, expenses, actions and judgment, which are created by or arise out of Lessee's operation of the craft during the Rental Period. Lessee also agrees to pay any and all claims brought by any third party as a result of the operation and/or use of the PWC during the rental period.

8. FAILURE TO OBEY AND LISTEN TO GOLDEN TRIANGLE WATER SPORTS' INSTRUCTION WILL RESULT IN A TERMINATION OF YOUR RENTAL WITHOUT A REFUND.

(Please listen and pay close attention to the certified guides. They want you to have fun, but more importantly want you to ride safe!)

9. My presence on the premises operated by GOLDEN TRIANGLE WATER SPORTS and/or my participation in the PWC or boating activities organized by GOLDEN TRIANGLE WATER SPORTS exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, GOLDEN TRIANGLE WATER SPORTS, and/or others. I assume such risk by evidence of my initials and signature below.

10. No Physical or Mental Condition. PWC or boating activities may pose an additional danger to persons with pre-existing physical injuries or conditions, or other conditions, or to **pregnant women.** Lessee certifies that he/she is in good health, and that they are not aware of any physical or mental conditions that may affect their ability

to participate in PWC or boating activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.

_____ **11. No Intoxicated Operators.** I will NOT participate in any PWC or boating activities sponsored by GOLDEN TRIANGLE WATER SPORTS while my ability is impaired by alcohol, drugs, or otherwise. If found by the discretion of GOLDEN TRIANGLE WATER SPORTS' staff to be impaired by said substances, I further agree that my rental will be terminated and no refund will be provided.

_____ **12. Malfunctioning PWC.** In the event of malfunction or breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any unusual problems to GOLDEN TRIANGLE WATER SPORTS. Continued use of the craft in any of these circumstances shall be entirely at my risk and I shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved in any accident.

_____ **13. Weather Cancellation.** GOLDEN TRIANGLE WATER SPORTS reserves the right to cancel any rental due to inclement weather, impending weather or other unsafe circumstances. I acknowledge that this is entirely left to the discretion of GOLDEN TRIANGLE WATER SPORTS. Rental Payment will be prorated based on the time used.

_____ **14. Understand Operation of PWC.** GOLDEN TRIANGLE WATER SPORTS will provide me with oral instructions concerning the operation of the PWC or other watercraft that I am renting from GOLDEN TRIANGLE WATER SPORTS. I will not participate in PWC or boating activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions.

_____ **15. USE OF PWC PT. 1.** When operating a PWC, I, the operator will allow sufficient time and distance to stop the vessel. I realize that riding a PWC is not like driving a car and I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this very important concept.

_____ **16. USE OF PWC PT. 2.** PWC and other jet-powered boats **DO NOT STEER OR TURN WITHOUT PROPULSION.** I understand that I must apply throttle to steer and turn the PWC or jet-powered boat while traveling at speeds in excess of 6 knots. I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this concept.

_____ **17. Inspection of PWC.** I will have the opportunity to inspect the PWC or other watercraft that I am renting from GOLDEN TRIANGLE WATER SPORTS before I board the vessel. I will not participate in any PWC or boating activities until I inspect the vessel and I am satisfied with its condition. By participating, I acknowledge that I have conducted this inspection, and found the PWC to be in good operating condition and suitable for the purpose of which it is leased, and the other accessory equipment to be in a safe and dependable condition.

_____ **18. No Warranties on PWC.** I acknowledge that GOLDEN TRIANGLE WATER SPORTS is not a manufacturer of the PWC/boat, or its equipment accessories, that I am renting and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the PWC/boat. Lessee assumes the responsibility for the condition of the PWC.

_____ **19.** I agree that I will not allow any other person to operate the vessel that I am renting from GOLDEN TRIANGLE WATER SPORTS, unless that person is a GOLDEN TRIANGLE WATER SPORTS employee or agent.

_____ **20. IT IS MY DUTY TO ASK GOLDEN TRIANGLE WATER SPORTS TO FURTHER EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT UNDERSTAND BEFORE I START MY RENTAL. I WILL NOT PARTICIPATE IN ANY PWC OR BOATING ACTIVITY**

IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY GOLDEN TRIANGLE WATER SPORTS.

_____ **21. Reimbursement for Damages.** I understand that I am liable for all damages and costs incurred as a result of my negligence including but not limited to damages and lost rentals due to damage to any vessel. I agree to **IMMEDIATELY REIMBURSE** GOLDEN TRIANGLE WATER SPORTS for these repairs and other costs. The reimbursement shall consist of any damages billed at actual cost to GOLDEN TRIANGLE WATER SPORTS, plus the actual installation/repair costs billed to GOLDEN TRIANGLE WATER SPORTS by the repair facility.

_____ **22. Lessee Responsible for PWC.** I understand that I am responsible for the PWC that I am renting as well as any PWC, boat, structure, or any other matter or property that I may come in contact with. If I am involved in any type of accident that damages the property of GOLDEN TRIANGLE WATER SPORTS, I will pay them for their losses **IMMEDIATELY!**

_____ **23. Reservation.** Lessor's ability to provide the PWC, if previously reserved, is contingent upon and subject to the return of the said PWC by the previous lessee, or any other cause beyond Lessor's control.

_____ **24. Miscellaneous.**

- a) The rules and regulations as posted in the office and/or on the PWC, are for the safety and welfare of every user(s) of the PWC. Lessee certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules and regulations and any and all obligations arising from this Agreement.
- b) Should any term or condition of this Agreement be held void or unenforceable, then that term or condition shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain full force and effect.
- c) Lessee agrees that GOLDEN TRIANGLE WATER SPORTS has the rights to use any of my images or videos for promotional use on ads or online. In signing this release, I acknowledge and represent that I **HAVE READ THE FOREGOING Waiver and Release of Liability, UNDERSTAND IT AND SIGN IT VOLUNTARILY** as my own free act and deed with no inducement; and that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made by the **RELEASED PARTIES** or relied upon by me; and I **EXECUTE THIS RELEASE OF LIABILITY FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.**
- d) **THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT WHICH MAY CONTRAVENE OR BE IN CONTRADICTION WITH THEIR TERMS OF THIS CONTRACT, ORAL OR WRITTEN, HAS BEEN MADE BETWEEN LESSEE AND LESSOR.**

SIGNING BELOW CERTIFIES THE FOLLOWING:

I HAVE READ THE ABOVE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISION AND IN CONSIDERATION OF BEING PROVIDED WITH WATERSPORT RECREATIONAL PROPERTY OR SERVICES AND/OR BEING ALLOWED AS A PASSENGER ON A PWC FOR MYSELF AND ANY MINOR CHILDREN FOR WHOM I AM PARENT, LEGAL GUARDIAN OR OTHERWISE RESPONSIBLE AND FOR MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, I AGREE TO BE BOUND BY THE AFORESTATED PROVISIONS CONTAINED WITHIN THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST GOLDEN TRIANGLE WATER SPORTS, THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS. I HAVE READ THE TERMS AND CONDITIONS OF THIS PERSONAL WATERCRAFT RENTAL AGREEMENT AND AGREE TO THEM.

LESSEE IS EXPERIENCED AND CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF A CRAFT SUCH AS THE PWC RENTED. LESSEE HAS READ THE RENTAL AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS AS SET FORTH.

_____ **Printed Name of Lessee**

_____ **Date of Birth of Lessee**

_____ **Printed Name Of Passenger**

_____ **Date of Birth of Passenger**

_____ **Signature of Lessee**

_____ **Date**

_____ **Signature of Passenger**

_____ **Date**

FOR PASSENGERS UNDER THE AGE OF 18

_____ **Printed Name of Minor**

_____ **Date**

Printed Name of Parent/Legal Guardian/Responsible Party

Signature of Parent/Legal Guardian/Responsible Party

Street Address: _____

City: _____ **State** _____ **Zip** _____

Phone _____

Rules for Riding

Lessee has read the rules for riding, and understands said rules and agrees to adhere to the following rules:

- PWC Operator must follow the Instructions of the PWC Guide at all times.
- PWC Operator has not used, and will not use, alcohol before or during Rental Period.
- PWC Operator has not used, and will not use, any drug, being legal or illegal, before or during Rental Period.
- PWC Operator must have a Lanyard attached to their wrist and the “Kill” switch of PWC at all times.
- PWC Operator, and/or anyone else on the craft, shall wear a U.S. Coast Guard certified lifejacket at all times.
- PWC Operator must obey “No Wake Zones” at all times.
- PWC Operator must know how to start and operate the PWC prior to use.
- PWC must be boarded from the rear.
- PWC Operator must always look around before turning. No sharp turns. No reckless operation is allowed.
- PWC Operator understands that PWCs do not have brakes or a reverse mode. You must allow for ample stopping space. You must operate the PWC at a safe speed.
- PWC operator knows and agrees to follow the “right of way” rules. They are as follows: generally keep to your right and safely avoid other Crafts. To avoid a collision, stay two-hundred feet (200 ft.) away from other jet skis, boats, swimmers, docks, or other obstacles until you have reached your destination.
- PWC Operators must look in all directions constantly for other boats, skiers, divers and/or swimmers. Stay alert!
- No splashing other boaters or skis.
- No jumping wakes of other boaters.
- Any unsafe driving practices, as deemed by the Lessor, will result in the termination of the rental. As a result of this, no refund of Rental Payment will be made.
- PWC Operator knows the restricted areas of travel, and assure their avoidance of these areas as reflected by their signature below.
- It is the PWC Operator’s responsibility to return the PWC back in the same condition as when they rented it.
- Pregnant women, or persons with bad backs or Heart conditions cannot rent PWCs.

Safety first!!! Any Violations of these rules will result in termination of the ride and no refund.

I have read the above rules and understand:

_____ Printed Name of Lessee _____ Date

_____ Signature of Lessee