



Lake City Adventures

"life wide open"

WAIVER, RELEASE AND INDEMNITY AGREEMENT ("Waiver")
PLEASE READ CAREFULLY – THIS IS A RELEASE AND WAIVER OF LIABILITY.

This is a release of liability and waiver of certain legal rights during:

Charter, Renting, Passage Making, Training or any other activity while on the boat.

DISCLAIMER: This Waiver is applicable to all Charters, Renters, operators, passengers and users of the boat and equipment provided by Lake City Adventures LLC. & Rum Runner Party Boats, LLC. For purposes of this Waiver the term "Lake City Adventures" & "Rum Runner Party Boats", (includes all members, employees, agents, representatives, assigns, successors and insurers). The undersigned, for him or herself, and for all minor children of the undersigned agrees as set forth below. The undersigned acknowledges that the term "I" or "Participant" includes any minor children of the undersigned:

1. ACKNOWLEDGEMENT OF RISKS. I acknowledge that there exist inherent risks, hazards and dangers to the charter, rental and use of the boats and equipment. The risks vary, however, examples include without limitation property damage, physical and emotional injury, including trauma, sprains, torn muscles, cuts, scrapes, bruises, eye injury, neck, spinal or other bone injuries, insect bites, shock, paralysis, drowning, or death, due to: 1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with people, other boats, manmade or natural objects, including those wholly or partially submerged under the water; 3) Capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life; 5) Equipment failure or operator error; 6) Boat users' sense of balance, physical coordination, physical health and fitness, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, darkness, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration. I acknowledge that this list is not exhaustive, and I assume the risk for all injury, illness or death that may occur relating to my participation, use of the boat or the equipment.



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2. EXPRESS ASSUMPTION OF RISK. I agree that I am voluntarily participating in chartering, renting, operating or using the equipment provided by Lake City Adventures & Rum Runner Party Boats at my own risk. ***I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISKS OF PROPERTY DAMAGE, THEFT AND PERSONAL INJURY, ACCIDENTS OR ILLNESS, WHETHER DUE TO THE NEGLIGENCE OF LAKE CITY ADVENTURES OR RUM RUNNER PARTY BOATS, OR OTHERWISE, RELATED TO MY PARTICIPATION IN THE CHARTER, RENTAL, OR USE OF THE BOAT OR EQUIPMENT.***

3. REFUND AND INSURANCE. I understand that:

If I can no longer participate in the rental or use of the boat for any reason due to injury, I am not entitled to a refund of any rental fee; and Lake City Adventures nor Rum Runner Party Boats do not maintain any insurance covering my actions. As such, I am aware that I should review my personal insurance coverage to determine its adequacy for the activities that I or my participating child will be undertaking in connection with the boat and equipment rental and use.

4. WAIVER/RELEASE OF LIABILITY. I voluntarily release, waive, and covenant not to sue Lake City Adventures nor Rum Runner Party Boats from any and all liability of any nature to me, my child, my heirs and assigns, from any loss, damage and claims of whatsoever nature, on account of personal injuries, accident, illness, death and property loss sustained by me or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, participation, or the use of equipment rented from Lake City Adventures & Rum Runner Party Boats, including but not limited to charters, boats, jet skis, water skis, wakeboards, tubes, and towing ropes, etc. by Lake City Adventures or Rum Runner Party Boats and whether caused by the negligence of Lake City Adventures, Rum Runner Party Boats, or otherwise.

5. INDEMNITY; LIABILITY TO THIRD PARTIES. I agree to indemnify, defend and hold harmless Lake City Adventures and Rum Runner Party Boats for all loss, liability, action, suit, expense, damage, cost or claim of whatsoever nature, including attorneys' fees and costs related to my charter, rental, operation, or use of equipment including but not limited to boats, waterskies, wakeboards, tubes, and tow ropes, whether caused by the negligence of Lake City Adventures, Rum Runner Party Boats, or any other cause.



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6. ACKNOWLEDGEMENT OF WAIVER AND RELEASE. I understand that I may charter, rent, operate, or use equipment from another rental facility, but have chosen to charter, rent, operate, or use equipment from Lake City Adventures, or Rum Runner Party Boats with the knowledge that signing this Waiver is a requirement for charter, rental, operation, and use of said equipment. I further expressly agree that the foregoing Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Alabama & Indiana. I have considered that if this Waiver was not as broad as it is, the cost for participation would be considerably higher, and I do not wish to pay or have imposed a considerably higher cost. I waive the right to bargain for a different waiver of liability terms. If any portion hereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ EACH SECTION IN ITS ENTIRETY, FULLY UNDERSTAND, AND VOLUNTARILY

SIGN THIS WAIVER ON BEHALF OF MYSELF AND MY CHILD. I UNDERSTAND THAT I, FOR MYSELF, MY CHILD, (AND ON BEHALF OF HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS) I AM 18 YEARS OR OLDER, AND UNDERSTAND THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT. AND UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I INTEND BY MY SIGNATURE THAT THIS BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT: _____

DATE: _____

Lake City Adventures, LLC / Blount County, AL

Rum Runner Party Boats, LLC / Allen County, IN