

Waiver And Release Of Liability Agreement

Location of Rental: _____ Type: Boat / Jet Ski Time in: _____ Time out: _____

1. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by ELITE WATER RENTALS. For the purposes of this Waiver and Release, the term ELITE WATER RENTALS Includes all employees, agents representatives, successors, insurers and subsidiaries of ELITE WATER RENTALS. If any other rental agreement is used in addition to, or in conjunction with in Release, the provisions of this Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on the behalf of undersigned's minor children. Renter further agrees that he/she will disclose to ELITE WATER RENTALS all potential operators, passengers, and users 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 ELITE WATER RENTALS

➤ _____ INITIAL IF YOU UNDERSTAND AND AGREE

2. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating, or using the equipment provided by ELITE WATER RENTALS at his/her own risk. The undersigned 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 ELITE WATER RENTALS

➤ _____ INITIAL IF YOU UNDERSTAND AND AGREE

3. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that ELITE WATER RENTALS shall not be liable for any damages arising from personal injuries sustained by the undersigned 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 or use of equipment provided by ELITE WATER RENTALS. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that ELITE WATER RENTALS shall not be liable for any loss or the of personal property The undersigned specifically agrees that ELITE WATER RENTALS shall not be responsible for such injuries, damages, loss or the, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT By ELITE WATER RENTALS, 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 ELITE WATER RENTALS.

➤ _____ INITIAL IF YOU UNDERSTAND AND AGREE

4. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless ELITE WATER RENTALS or 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 watercraft and 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 equipment provided by ELITE WATER RENTALS even if such damages arise out of negligence or or fault of ELITE WATER RENTALS.

➤ _____ INITIAL IF YOU UNDERSTAND AND AGREE

5. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient me to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the 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 ELITE WATER RENTALS with the knowledge that 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 a legal action to assert a claim against ELITE WATER RENTALS negligence.

➤ _____ INITIAL IF YOU UNDERSTAND AND AGREE

6. IMAGE USE AND CREDIT CARD ACKNOWLEDGMENT OF WAIVER AND RELEASE

I agree that ELITE WATER RENTALS 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

➤ _____ INITIAL IF YOU UNDERSTAND AND AGREE

7. Damages and loss of Equipment

I agree to pay for all damages to or loss of equipment belonging to or obtained from ELITE WATER RENTALS resulting from my use whether damage is intentional or unavoidable.

Anchor \$80
Rope Damaged in Prop \$80
Tube Damage \$75
Life Jacket \$50
Prop Damage \$300
Bimini Damage \$300
iFloat Mat loss or damage \$300
Jet Ski Pump Damage \$500
Jet Ski Hull Damage \$300
Jet Ski full of water Damage \$400
Clean up Fee \$40-\$80

➤ _____ INITIAL IF YOU UNDERSTAND AND AGREE

READ RELEASE BEFORE SIGNING

Total # of planned passengers: _____ Total # of children under 13 _____

Date: _____ Signature: _____

Participants name: _____

Address: _____

City: _____ Zip _____

Cell: _____

Email: _____

Emergency Contact: _____ Phone: _____

Relationship: _____

Operator/passenger: _____ Operator/passenger: _____

Operator/passenger: _____ Operator/passenger: _____

Operator/passenger: _____ Operator/passenger: _____

Operator/passenger: _____ Operator/passenger: _____

Operator/passenger: _____ Operator/passenger: _____

Operator/passenger: _____ Operator/passenger: _____

Deposit _____ Credit Card Authorization Signature _____

Rental \$ _____ Phone# _____ DL# _____ State _____

County and W.O.R.D tax _____ Credit Card# _____

Exp: _____ CVV _____ Zip Code _____ Total: _____

_____ I have been informed of the boating laws & regulations that apply in the area of operation of this vessel.

_____ I have been informed of the operating characteristics of this vessel.

TX # or VIN of rented vessel _____

Time on the water _____

Location _____