

# WAVES WATERCRAFT RENTALS

386-293-5790

## Waiver, Release, Assumption of Risks and Indemnity Agreement Participation in Water Sports

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY, SEEK LEGAL ADVICE IF YOU WISH AND RETURN LATER.

Agreement made on the \_\_\_\_\_ (date); between

**Releasee (herein Company)**

Name: Waves Watercraft Rentals, LLC  
Address: 4875 Sweet Blossom Cove  
Sanford, Florida 32771  
Phone: 386-293-5790  
Email: \_\_\_\_\_

and

**Releasor (herein USER):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### I. Definition of Water Sports

A. In this Agreement the term Water Sports shall include all activities in any way related to boating activities, dock and waterfront access, riding on a wakeboard or ski boat, waterskiing, using a jet ski, wakeboarding, riding inflatable boat-pulled accessories such as inner tubes and rafts and the use of equipment, facilities, jet skis, wave runners, ski boats, and or other such vehicles (hereafter together called vehicles) rented by the Releasee to the Releasor.

B. All references to "I" or its derivatives mean the Releasor who participates in Water Sports in and around (identify area) \_\_\_\_\_ or rents the vehicles.

## **II. The Safety of Water Sports**

I acknowledge that I have been advised to wear a life-jacket while engaging in Water Sports. Instruction as to the proper use of the life-jacket is available from the Releasee. I am aware that the physical exertion required for Water Sport activity and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with water sports.

## **III. Assumption of Risks**

I am aware that Water Sport activity involves many risks, dangers and hazards including, but not limited to: changing water flow, currents, wave actions and ship wakes, collisions with other vehicles, manmade or natural things or objects, equipment failure, heat or sun related injuries or illness, fatigue, chill or dizziness, accidents which occur during transportation or travel to and from the sea, use of the vehicles and mounting or dismounting of said vehicles, entrapment or obstruction by boats, other vehicles, people or marine life, reef, sand or rocks, hypothermia or dehydration, the overturning or upsetting of vehicles, negligence of other users and negligence on the part of the Releasee.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WATER-SPORT ACTIVITY AND ANCILLARY OR INCIDENTAL ACTIVITIES AND THE POSSIBILITY OF PERSONAL, EMOTIONAL OR CATASTROPHIC INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM WHETHER ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH OR OUT OF MY PARTICIPATION IN OR ASSOCIATION WITH THE WATER SPORT ACTIVITY.

## **IV. Release of Liability, Waiver of Claims, and Indemnity Agreement**

In consideration of Releasee agreeing to my participation in Water Sport activities in and around (identify area) \_\_\_\_\_ and permitting my use of the equipment and/or vehicles of Releasee, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

A. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEE AND TO RELEASE AND FOREVER DISCHARGE THE RELEASEE from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in Water Sport activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING MY NEGLIGENCE or that of the Releasee, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY ACT, ON THE PART OF THE RELEASEE, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WATER SPORT ACTIVITIES REFERRED TO ABOVE WHETHER ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH OR OUT OF MY PARTICIPATION IN OR ASSOCIATION WITH THE WATER SPORT ACTIVITY.

B. TO DEFEND AND HOLD HARMLESS AND INDEMNIFY THE RELEASEE from any and all liability for any property or personal injury (including emotional or mental injury) to any third party resulting from my participation or involvement in Water Sport activities and to Indemnify the Releasee from any claims, suits, expenses and costs INCLUDING BUT NOT LIMITED TO all expenses, costs, fees and attorneys' costs for damage and personal injury (including emotional injury) to me, or property of anybody including mine resulting from any accident, negligent act or omission whether mine or the Releasee's.

V. This Agreement shall be effective and binding upon my heirs, next to kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.

VI. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the state of Florida and no other jurisdiction.

VII. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

VIII. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IX. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

X. USER shall obey all applicable state, federal, and local regulations, laws, ordinances, and lawful directives from appropriate emergency or law enforcement personnel, while using boats, jet-skis, wave runners or other equipment rented under this Agreement from COMPANY.

XI. USER is solely responsible for any citation or violation occurring during the use of, or as a result of using boats, jet-ski, wave runners or other equipment rented under this Agreement from Company.

XII. USER agrees not to disturb wildlife while using boats, jet-ski, wave runners or other equipment rented under this Agreement from Company.

XIII. I agree to pay for any damage caused to any vehicle, equipment, or facility of the Releasee.

XII. In entering into this Agreement I am not relying on any oral or written representations statements made by the Releasee with respect to the safety of Water Sport activities but rather upon my own judgment and ability, other than what is set forth in this Agreement.

XIII. I CONFIRM THAT I AM OVER 18, (or that I am the legal guardian of the minor and act on his/her behalf) HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO VOLUNTARILY SIGNING IT WITH NO PROMISE, GUARANTEE OR INDUCEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS (INCLUDING FUTURE RIGHTS) WHICH I OR MY HEIRS, DEPENDENTS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEE.

XIV. I AM AWARE THAT PARTICIPATION IN WATER SPORT ACTIVITY IS INHERENTLY HAZARDOUS AND I SO PARTICIPATE WITH SUCH KNOWLEDGE OF THE DANGERS INVOLVED.

**XV. Declaration of Fitness Agreement**

I hereby declare that I am physically fit and that I have no physical or mental condition(S) that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

Alcohol, Narcotics and Smoking will be **PROHIBITED** on all rental equipment.

Security of the rental equipment is your responsibility, a fee will be implemented for any loss or damage incurred.

**I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND DECLARATION OF FITNESS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

WITNESS my signature as of the day and date first above stated.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Releasor "USER"

\_\_\_\_\_  
Date

**Participant Under 18 Years of Age:**

As parent/guardian signing this Agreement for the above named minor, I acknowledge that I am authorized to sign this Agreement for the minor. I acknowledge and agree that I have read the above Release, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND, and HOLD HARMLESS the Releasee for any claim or suit arising out of said minor's participation. I understand and agree not to leave children or adults requiring supervision unattended.

WITNESS my signature as of the day and date first above stated.

---

Printed Name

---

Signature of Parent/Guardian

---

Date