

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

**Notice- by signing this document you, may be waiving certain legal rights, including right to sue.**

In consideration of being allowed to use the facilities, vessels and participate in operating personal watercraft provided by Sun & Funday Rentals LLC, the participant, and or legal guardian of participant do hereby agree to the fullest extent permitted by law as follows:

1. TO WAIVE ALL CLAIMS that they have or may have against the host arising out of the participants participation in the use of equipment provided by Sun & Funday Rentals LLC., including while receiving instruction and/or training. As used herein, the term equipment shall include but not be limited to, personal watercraft.
2. TO ASSUME ALL RISKS of participating in using the equipment, even those caused by the negligent acts or conduct of the host, it's owners, affiliates, operators, employees, agents and or officers. The participant understands that there are inherent risks of use of this equipment which may be both foreseen and unforeseen and include serious physical injury and or death.
3. TO RELEASE the host, it's owners, affiliates, operators, employees, agents and or officers from all liability for any loss, damage, injury, death or expense that the participant may suffer, arising out of his/her use of said equipment and while receiving training or instruction.. The participant and his or her guardian specially understand that they are releasing any and all claims that arise or may arise rom any negligent acts or conduct of the host to the fullest extent permitted by law. However, nothing is the agreement shall be constructed as a release for conduct that is found to constitute gross negligence or intentional conduct.
4. TO INDEMNIFY the host, it's owners, affiliates, operators, employess, agents and or officers from all liability for any loss, damage, injury, death, or expense that the participant or his or her next of kin may suffer, arising out of use of the equipment including while receiving instruction and/or training.
5. Operating craft between sunset and sunrise is AGAINST THE LAW. The host releases any liability if this law is broken and this includes the overnight rentals. This does not allow your to break this rule.

Photography/Video Release

Participant/'s herby grants to the host the right to take photography and or videos in connection with their rental. They hereby authorize the host to copyright, use, and publish the same in print or electronically. Hereby agrees that the host may use such for any lawful purpose including but not limited to publicity, illustration, advertising, and web content.

Personal Responsibility

The participant certify that they have no physical or mental condition that precludes him/her from participating in the use of the said equipment and is not participating against medical advice. The participation is voluntary and further understand that they have the opportunity to inspect the host equipment before participation.

Participant understands that they are obligated to follow the rules of the agreement and can minimize their risk of injury by doing so. Agree that during use they observe any unusual hazard or condition which they believe jeopardizes their safety or that of others, they will remove themselves from participation and report directly to the host. To the extent that any portion of this agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the agreement shall remain binding and available for use by the host in any proceeding.

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