

## Acknowledgment of Risks, Assumption of Risks and Responsibility, and Release of Liability

**WARNING:** There are significant elements of risk in any adventure, sports or activity associated with the outdoors, the presence or use of motorized watercraft, including but not limited to boats, Sea Doo's and other forms of personal watercraft and activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy an activity for which you may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment or accidental injury, illness or in extreme cases, permanent trauma or death. For our safety and that of other participants, prior to using watercraft it is important that you understand applicable boating laws and rights of way. We do not want to frighten you or reduce your enthusiasm for this activity, but we think it is important for you to know in advance what to expect and to be informed of the inherent risks.

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**ACKNOWLEDGMENT OF RISKS:** I/we acknowledge that the following describe some, but not all, of those risks:

1. Changing water flow, tides, currents, wave action, and boat's wakes.
2. Collision with any of the following: the watercraft upon which I am the operator or passenger, other participants, other watercraft, and manmade or natural objects.
3. Wind shear, inclement weather and temperature.
4. My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions.
5. Collision, capsizing, sinking or other hazards which result in wetness, injury, exposure to the elements, hypothermia, and/or drowning.
6. Getting in, out or on the craft.
7. Travel, including travel to or from the activity.
8. The presence of insects and marine life forms.
9. Equipment failure or operator error.
10. Fatigue, chill and/or dizziness, which may diminish any/or reaction time and increase the risk of accident.

I am (we are) aware that this activity may entail risks of injury or death. I/we understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Initial \_\_\_\_\_

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I/we verify that I am/we are physically fit, not under the influence of alcohol or drugs at this time and sufficiently qualified, trained and capable to participate in these activities. Therefore, I/we assume full responsibility for myself/ourselves, including any minor children for which I am/we are responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur. I/we elect to participate in spite of the risks. I am/we are responsible for protecting my/our skin and eyes from elements. **I/we agree to wear a U.S. Coast Guard-approved personal flotation device (life jacket) while operating or riding on personal watercraft. Use of life jackets is recommended when using any other type of watercraft, and required for all participants under the age of 13.** Participation includes riding in the vessel. I/we assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured and/or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, drowning, oxygen shortage (anoxia), and/or exposure, head, neck and/or spinal injuries, bite or attack by animals, insect or marine life, allergic reaction, shock, paralysis or death.

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**CONVENANT OF GOOD FAITH:** I/we recognize that you, provider of services, will operate under covenant of good faith and fair dealing, but you may find it necessary to terminate or refuse to terminate any activity due to forces of nature; medical necessities or other problems, and/or to terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I/we accept your right to take such actions for the safety of myself/ourselves and/or other participants.

Initial \_\_\_\_\_

**AUTHORIZATION:** I/we hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I/we either have appropriate insurance or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I/we agree that any film or photographs of me/us as participants become your property and may be used for promotional or commercial purposes.

Initial \_\_\_\_\_

**RELEASE:** In consideration of services or property provided, I/we, for myself/ourselves and any minor children for which I am/we are parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that Bellwood Boats, and its principals, directors, officers, agents, employees, and volunteers, their insurers and each and every land owner, county and/or government agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to me/us and other persons or properties as a result of acts, omissions or negligence of the "owner" or any other person (including myself/ourselves) or entity and I/we hereby release and discharge owner and insurer, if any, for such damage.

Initial \_\_\_\_\_

**I/WE HAVE READ THE ACKNOWLEDGMENT OF RISKS, ASSUMPTIONS OR RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE MAY BE WAIVING VALUABLE LEGAL RIGHTS. I/WE ACCEPT FULL RESPONSIBILITY FOR ALL PARTICIPANTS WHETHER OR NOT THEY ARE SIGNED BELOW.**

Participant's Name (Printed) \_\_\_\_\_ Age \_\_\_\_ Signature \_\_\_\_\_

In Emergency, Contact: \_\_\_\_\_

Participant's Name (Printed) \_\_\_\_\_ Age \_\_\_\_ Signature \_\_\_\_\_

In Emergency, Contact: \_\_\_\_\_

Participant's Name (Printed) \_\_\_\_\_ Age \_\_\_\_ Signature \_\_\_\_\_

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In Emergency, Contact: \_\_\_\_\_

Participant's Name (Printed) \_\_\_\_\_ Age \_\_\_\_ Signature \_\_\_\_\_

In Emergency, Contact: \_\_\_\_\_

(use back for more participants if necessary)

## WATERCRAFT - Rental Rules

**Initials of renter**

\_\_\_ 1. Rate of rental \$ \_\_\_\_\_. Date of rental \_\_\_/\_\_\_/\_\_\_ --- \_\_\_/\_\_\_/\_\_\_.

\_\_\_ 2. Time of rental \_\_\_\_\_ --- \_\_\_\_\_.

\_\_\_ 3. If watercraft is not returned within specified time, a late fee of \$50 per ½ hour will be assessed.

\_\_\_ 4. Choose A or B

\_\_\_ A. A \$3000.00, per watercraft, credit card only deposit is required for possible damages incurred while renting watercraft.

\_\_\_ B. A \$1000.00, per watercraft , credit card only deposit is required for possible damages incurred while renting watercraft with purchase of gap protection \$25.00/day per watercraft. I hereby apply to be added to the Dealers Rental Gap Protection Policy effective for the term specified above. I agree to be bound by the terms and agreements of the dealers rental agreement.

\_\_\_ 5. The type of watercraft \_\_\_\_\_, capacity of watercraft \_\_\_\_\_.

\_\_\_ 6. Type III personal flotation devices (PFD) and one Type IV throw able PFD are provided for all watercraft (no Type IV for PWC ). Number provided \_\_\_\_\_.

\_\_\_ 7. The fuel tank is full at the time of rental. Before returning, the craft must be refueled completely with 91 octane gas. If returned not full, a ½ hour labor charge plus the cost of fuel will be assessed, and charged via the damage deposit. Should you run out of gas on the water, there will be a towing charge of \$100.00/ hr.

\_\_\_ 8. Any damage to the watercraft will be the renter's responsibility to pay for. A loss of income per day will be charged while unable to be used. The craft should be inspected by renter, before leaving, to identify pre-existing damage. Renter is encouraged to take pictures if desired.

\_\_\_ 9. Lessee is responsible for proper mooring of watercraft. It will be lessee responsibility to pay any towing or recovery charges if lessee loses possession of watercraft, i.e not trailering overnight.

\_\_\_ 10. Only signed lessees will operate watercraft. No persons under the age of 18 years may operate watercraft. The above items have been explained to me either when I made reservations or at time of rental, and I agree to them.

Signed By: \_\_\_\_\_ Dated: \_\_\_\_\_

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