

Riverwalk Watersports L.L.C.

10 Harnett St. Wilmington, NC 28401

910-899-8188

PERSONAL WATERCRAFT AND BOAT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned (hereinafter referred to as “Lessee”), have requested to engage in watersports activities by the business trading as **Riverwalk Watersports L.L.C. (hereinafter referred to as “rental company” which includes the owner(s) and/or business)** and/or to rent or operate a personal watercraft (hereinafter referred to as “PWC”) and/or to participate in PWC or boating activities sponsored by rental company, and in consideration of being permitted to, for any purpose: a) enter the premises occupied by rental company b) rent and/or operate PWC or boats, and/or; c) participate in PWC or boating activities. **I, for myself, my personal representative, heirs, next of kin, executors, administrators, successors, and assigns, hereby:**

_____ **A. Lessee agrees to RELEASE, REMISE, AND DISCHARGE,** rental company, the owners and operators of the PWC and boating activities sponsored by rental company, the owners and licensors of the premises occupied by rental company and their respective servants, agents, employees, and officers (hereinafter referred to as “releasees”), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any way related to my presence on the premises occupied by rental company and/or my participation in any activities sponsored by rental company. **INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES’ NEGLIGENCE.**

_____ **B. Lessee AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES** on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my presence on the premises occupied by rental company, whether or not these injuries or damages were caused by the releasees’ negligence.

_____ **C. Lessee AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES** from any loss, liability, damage, or cost that may incur, including attorneys’ fees, arising from, or in any way related to, my presence on the premises occupied by rental company, my operation of a PWC or boat rented from or owned by rental company, and/or my participation in any activities sponsored by rental company. Lessee acknowledges all responsibility for the safe and proper operation of the personal watercraft and boat and for the safety and welfare of other boaters and persons. It is agreed and understood by Lessee that rental company and its directors, officers, shareholders, members, agents, employees, representatives, successors and assigns shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the personal watercraft or boat. Lessee further agrees to indemnify and hold harmless rental company and its directors, officers, shareholder, members, agents, employees, representatives, successors and assigns from and against any and all claims or loss or damage to property or injuries to persons (including death) resulting through the use, operation or possession of the personal watercraft or boat. Lessee further agrees to release and hold rental company and its respective directors, officers, shareholders, members, agents, employees, representatives, successors and assigns harmless should loss or damage occur to any Lessee’s personal property while carried in or on the personal watercraft or boat or while in rental company possession, including loss or damage caused by fire, water, theft and any cause whatsoever.

_____ **D. Lessee ASSUMES THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE,** whether due to any RELEASEE’S negligence, my negligence, or any other reason or factor, while upon the premises, while operating a PWC or boat rented from or owned by rental company, and/or while participating in any activities sponsored by rental company.

_____ **E. ACKNOWLEDGMENT OF RISKS.** Lessee acknowledges that some, but not all, of the risks of participating in the watersport activity include: (1) changing water flow tides, currents, wave action and ships’ wakes. (2) collision with any of the following: other participants’ watercraft, other watercraft and manmade or natural objects. (3) wind shear, inclement weather, lightning, variances and extreme wind, weather and temperature. (4) Lessee sense of balance,

physical coordination, ability to operate equipment, swim and/or follow directions. (5) collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning. (6) the presence of insects and marine life forms. (7) equipment failure or operator error. (8) heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration. (9) fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.

_____ **F. EXPRESS ASSUMPTION OR RISK AND RESPONSIBILITY.** Lessee agrees to assume responsibility for all risks of the activity whether identified above or not (EVEN THOSE RISKS OUT OF THE NEGLIGENCE OF THE RELEASEES). Lessee' participation in the activity is purely voluntary. Lessee assumes full responsibility for himself/herself and any of his/her minor children for whom he/she is responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while Lessee participates in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES).

_____ **G. RELEASE OF LIABILITY.** Lessee hereby releases Riverwalk Watersports L.L.C. ("rental company"), it principals, directors, officers, agents, employees and volunteers, their insurers, individually and each and every land owner, municipal and/or government agency upon whose property an activity is conducted ("owner") and their insurers, if any, (collectively "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO LESSEE OR LESSEE'S MINOR CHILDREN AND OF OTHER PERSONS as a result of Lessee's participation in any activity EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING LESSEE).

_____ **H. Lessee has carefully read the Agreement pertaining to the ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY.** Those provisions are incorporated herein by reference as if set forth in full. LESSEE HEREBY REPRESENTS AND CERTIFIES THAT HE/SHE HAS READ THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISIONS AND THAT HE/SHE UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE/SHE IS WAIVING VALUABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS THAT HE/SHE MAY HAVE AGAINST Riverwalk Watersports L.L.C., AND ITS EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS and any officer of the company either individually or as a whole. Lessee enters into this Agreement for himself/herself and for any minor children for whom he/she is parent, legal guardian or otherwise responsible.

I agree and understand that:

_____ **1. RENTAL.** In consideration of the Agreement herein, rental company does lease to the Lessee a certain PWC or boat and Lessee agrees to lease the PWC or boat from rental company on the terms and conditions set forth in this agreement and to pay to rental company at the rate stated There will be no refunds in the event of an early return.

_____ **2. DEPOSIT AND DAMAGES.** Lessee agrees to provide rental company with a credit and/or debit card which shall serve as a security deposit for damages and may be charged for any damage that may be due rental company as provided herein. Lessee is responsible for any physical damage that occurs while the personal watercraft or boat is being operated under the lessees' consent. Personal watercraft or boat will be inspected after each use for damage.

Damage Fee Schedule:

- Water intrusion into engine (maximum of \$1500) This typically occurs from flipping personal watercraft and not following provided instruction on correcting.
- Debris sucked into water intake (maximum of \$1000) This typically occurs from operating outside of designated riding area and getting too shallow.
- Fiberglass chips, scratches or cracks (\$100 per inch) This occurs from negligent operation and running into dock, piers, other watercraft etc.
- Broken hatches, throttles or any damages not otherwise mentioned (\$100+)
- Lost or damaged life jacket or kill switch (\$25 per lost or damaged item)
- These costs for damages are only examples. Lessee is responsible for total cost of any damage that occurs while personal watercraft or boat is being operated under lessee's consent. This includes reimbursement for lost rental time which may occur if damage is excessive enough to render jet ski inoperable until repair.
- Damage charges shall not exceed \$2500 total.

_____ **3.** Lessee understands and agrees to comply with North Carolina General Statutes 75A-16.2 (and, if this Rental Agreement concerns a personal watercraft, you have also reviewed 75A-13.3) and warrant that you and the undersigned persons are at least of the age and have the boating safety education required by law to operate the rented vessel. Lessee must possess at all times and, upon request of Rental Company and/or a law enforcement officer present a copy of this Agreement, proof of age and compliance with North Carolina General Statutes 75A-16.2 (and, if this Rental Agreement concerns a personal watercraft, compliance with 75A-13.3). Lessee will always comply with all state and federal laws during this rental. Rental Company has provided the undersigned with basic safety instruction (including, but not limited to, directions on how to safely operate the vessel rented and a review of the safety provisions of North Carolina General Statutes 75A-16.2 and 75A-13.3) prior to allowing any of the lessee(s) to operate and/or board the leased vessel. Lessee understands that approved personal flotation devices must be worn at all times.

- Each person aboard a personal watercraft must wear a United States Coast Guard approved personal flotation device, Type I, Type II, Type III, or Type V, which is properly fitted and fastened.
- No person shall operate a personal watercraft on the waters of this state after sunset or before sunrise.
- No person shall operate a personal watercraft on the waters of this state unless such personal watercraft is equipped with a self-circling device or a lanyard-type engine cutoff switch. If equipped with a self-circling device, such device must be fully operational. If equipped with a lanyard-type engine cutoff switch, the lanyard must be attached to the operator's clothing, body, or PFD.
- No person shall operate a personal watercraft on the waters of this state in excess of five miles per hours within 100 feet of any moored or anchored vessel, shore, wharf, dock, pier, piling, bridge structure or abutment, or a person in the water.

_____ **4. LAWS.** Lessee agrees that he/she will operate the personal watercraft or boat in accordance with rental company Safety Rules and in accordance with all laws of North Carolina governing the operation of the PWC or boat, included but not limited to local, state and/or federal laws, rules, and regulations. Lessee further agrees to personally pay any ticket, citation or suit arising from his/her use of the PWC or boat and agrees to operate the personal watercraft or boat in a safe and law abiding manner.

_____ **5. RIVERWALK WATERSPORTS L.L.C. SAFETY RULES.** Lessee shall familiarize himself/herself with all operating instructions for the PWC or boat. Lessee shall assure that the personal watercraft or boat is used in a safe manner utilizing the highest standard of care to avoid injuries and damage to the PWC or boat or other property. The PWC or boat shall not be used in connection with stunts, racing, the towing of person or property, or any other use which might result in injury to person or damage to property. Lessee represents that he/she is familiar with the operation of the PWC or boat and that he/she has read and understands the Safety Rules and which are incorporated herein by reference and Lessee further agrees to comply and abide with each and every one of these Safety Rules. These rules will be provided to you Both by the guide with verbal instructions and/or a Handout.

_____ **6. My participation in PWC or boating activities,** as with any watersport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of PWC and/or boats. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these rules and assume the risk of harm presented by these damages.

_____ **7. FAILURE TO OBEY AND LISTEN TO RENTAL COMPANY INSTRUCTION WILL RESULT IN A TERMINATION OF YOUR RENTAL WITHOUT A REFUND.** (Please listen and pay close attention to the guides on your trip. They want you to have fun, but more importantly want you to ride safe!)

_____ **8. My presence on the premises** operated by rental company and/or my participation in the PWC or boating activities organized by rental company exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, rental company, and/or others.

_____ **9. PWC or boating activities may pose an additional danger** to persons with pre-existing physical injuries

or conditions, or other conditions, or to **pregnant women**. I am not aware of any physical or mental conditions that may affect my ability to participate in PWC or boating activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.

_____ **10. I will NOT** participate in any PWC or boating activities sponsored by rental company while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of rental company staff and/or North Carolina's Department of Natural Resources or local/state law enforcement to be impaired by said substances, I further agree that my rental will be terminated and no refund will be provided.

_____ **11. In the event of malfunction or breakdown of the craft**, or if any defect occurs during the rental period, I shall immediately report any unusual problems to rental company. Continued use of the craft in any of these circumstances shall be entirely at my risk and I shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved in any accident.

_____ **12. Rental company reserves the right to cancel any rental due to inclement** weather or other unsafe circumstances. I acknowledge that this is entirely left to the discretion of rental company. Lessee shall receive a full refund if cancellation occurs due to inclement weather.

_____ **13. Rental company will provide me with oral instructions concerning the operation of the PWC** or other watercraft that I am renting from rental company. I will not participate in PWC or boating activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions.

_____ **14. When operating a PWC, I, the operator will allow sufficient time and distance to stop the vessel.** I realize that riding a PWC is not like driving a car and I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this very important concept.

_____ **15. Rental company reserves the right to charge lessee for full amount of rental costs** for any cancellation or no-show within the 48-hour period before start of agreed rental day and time.

Printed Name of Lessee _____ Signature of Lessee _____

Date of Birth of Lessee _____ Date _____

Printed Name of Passenger _____ Signature of Passenger _____

Date of Birth of Passenger _____ Date _____

Printed Name of Passenger _____ Signature of Passenger _____

Date of Birth of Passenger _____ Date _____

FOR PASSENGERS UNDER THE AGE OF 18

Printed Name of Minor _____

Printed Name of Parent/Legal Guardian/Responsible Party _____ Date _____

Signature of Parent/Legal Guardian/Responsible Party _____

Street Address: _____

City: _____ State _____ Zip _____ Phone _____