

WAIVER AND RELEASE OF LIABILITY AGREEMENT

Renter Name: _____ **Watercraft:** _____

NO INDIVIDUAL MAY OPERATE A LEASED WATERCRAFT/EQUIPMENT WITHOUT SIGNING THIS AGREEMENT
(Lessee" is the person or persons leasing equipment)

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized watercraft, including, but not limited to 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 or 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 the cause of loss and damage to equipment, or cause accidental injury, illness or in extreme cases, permanent trauma or death. For your safety and that of others, prior to engaging in the activity, it is important that you understand applicable boating law and rights of way.

THE UNDERSIGNED on behalf of themselves, their heirs, executors, and administrators, all members of their family and all other legal representatives assigns ("Lessee"), in consideration of the present and future use of the service and equipment provided by Pure Wave, LLC, and its employees, representatives, agents and assigns ("Pure Wave"), agrees:

Acknowledgment of Risks: Lessee acknowledges that these activities entail known and unanticipated risks, which could result in physical or emotional injury, hypothermia, drowning, paralysis, death, or damage to themselves, to property, or to third parties. Lessee understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include but are not limited to: open water, cold water, wind, waves, currents, ship wakes, unpredictable weather and environmental conditions, obstacles on ground, air, watercraft propeller/jet nozzle and in the water (natural and/or man-made), wildlife, (animals, birds, fish, insects) and plants, negligence caused by third parties and their own negligence. Lessee also acknowledges the risk of injury resulting from collisions, sinking, capsizing, and submersion.

Express Assumption of Risks and Responsibilities: Lessee agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Lessee verifies that they 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, Lessee assumes full responsibility for themselves, including any minor children for which Lessee is responsible, for bodily injury, accident, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Lessee elects to participate in spite of the risks. Lessee is responsible for protection of skin and eyes from the elements. Lessee agreed to wear a U.S. Coast Guard approved personal flotation device (PFD) or Life Jacket while participation in the activity. **I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY. MY PARTICIPATION IN THIS ACTIVITY IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE IN SPITE OF THE RISKS.**

Florida Life Jacket Law: Lessee acknowledges that Florida law requires that: all recreation vessels must have at least one personal flotation device (PFD) that is U.S. Coast Guard (USCG) approved and the proper size for each person on boat; vessels 16 feet or longer must have one "throwable" Type IV PFD which is USCG approved and immediately available; children under six years old must wear a USCG approved life jacket at all times on any vessel less than 26 feet in length that is underway in Florida waters; children under 13 years of age on vessels operating on waters outside the geographical boundaries of Florida must wear a USCG approved PFD unless the child is below deck or in an

enclosed cabin; and each person on a personal watercraft (PWC), such as a Wave Runner or Jet Ski, must wear a USCG approved life jacket. Lessee hereby acknowledges and understands that the laws pertaining to the use of Life Jackets is the sole responsibility of the Lessee and shall indemnify and hold harmless Pure Wave. This Notice Regarding Life Jackets is provided for informational purposes only. Lessee(s) are solely responsible for abiding by these laws and rules. Any citation(s) received for failure to follow these rules or safety regulations is the sole responsibility of the Lessee.

Release: In consideration of services or property provided, Lessee and any minor children for which Lessee is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: Pure Wave, its principals, directors, officers, owners, members, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental 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 Lessee and other persons or properties as a result of any acts, omissions or negligence of Pure Wave, or any person (including Lessee) or entity and Lessee hereby releases and discharges Pure Wave, and its insurer(s), if any, for any such damage or loss.

Liability to Third Parties: Lessee will pay, indemnify and hold Pure Wave, its principals, directors, owners, members, officers, agents, employees and volunteers, their insurer(s), if any, harmless from any and all liability, causes of action, claims, judgments, executions, debts, litigation costs an attorney's fees, in any way arising out of or resulting from the use, operation of, or any way connected with the leased watercraft/equipment, whether caused by Lessee or any other person. This includes, but is not limited to, any and all liability for 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 boats and the minor children under the Lessee's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Pure Wave, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Pure Wave.**

Assignment: Lessee shall not assign or sublet the watercraft/equipment.

Limitation of Warranty: Pure Wave makes no representations, warranties, expressed or implied, except as otherwise contained in this agreement.

Operation: Lessee certifies that he/she is at least 24 years old, and that Lessee fully understands and is experienced in the navigation of the watercraft/equipment rented. Lessee agrees he/she will not permit any other person, not listed in this agreement, to use the rented watercraft/equipment. Lessee also agrees that he/she will not permit anyone to operate the watercraft/equipment in a careless or negligent manner, or while under the influence of any alcohol or drugs or for any illegal or unlawful purpose. Lessee also agrees that he/she will not permit anyone under the age of 24 to operate any rental boat or anyone under the age of 16 to operate any rental personal watercraft. Lessee further certifies, represents and warrants that he/she will at all times operate the watercraft/equipment in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee further warrants that at all times while operating the watercraft/equipment, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazard; and all applicable laws and regulations. Failure to follow the rules and regulations will result in revocation of riding privileges and forfeiture of deposit. Pure Wave and its staff members may revoke Lessee's riding privileges upon observing a violation of any applicable law or regulation. Such revocation will not result in a refund. Lessee agrees to never operate watercraft at night.

Rental Conditions:

- **CANCELATION:** Lessee acknowledges that reservations cancelled inside seven (7) days of actual boat rental will forfeit deposit and there will be no refunds for leased watercraft and/or equipment returned early, and that all leased watercraft and/or equipment is due back to Pure Wave no later **5:00 PM EST**. Pure Wave reserves the right to cancel this Rental Agreement due to inclement or impending bad weather. Rental fees will be prorated based upon time used.
- **AGE REQUIREMENTS:** ALL RENTERS AND ANYONE OPERATING A RENTAL BOAT MUST BE AT LEAST TWENTY-FOUR (24) YEARS OF AGE AT THE TIME OF RENTING AND PROVIDE PROOF OF SUCH AGE. ALL RENTERS AND ANYONE OPERATING A RENTAL PERSONAL WATERCRAFT (such as a Wave Runner or Jet-Ski) MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF RENTING AND PROVIDE PROOF OF SUCH AGE.
- **DEPOSIT:** All reservations require a 25% deposit at the time booking. A valid credit card must be provided onsite prior to departure to rent any boat or personal watercraft.
- **CONDITION OF EQUIPMENT:** The Lessee acknowledges he/she has carefully examined the boat and finds it suitable for the purpose for which it is leased, and that any accessory equipment is in suitable and acceptable condition: that he/she will maintain both boat and equipment in a safe and dependable manner while under his/her custody and control.
- **EQUIPMENT MALFUNCTION:** In the event of malfunction or breakdown, not caused by the Lessee's misuses of the watercraft/equipment, which is discovered after acceptance of the rental boat the Lessee will immediately report it to Pure Wave by telephone at (904) 502-5441. Continued use of the vessel shall be entirely at the Lessee's risk and thus Lessee assumes full liability of injury or damages to all persons and property that may become involved by its continued use, including but not limited to any damages to the boat rental.
- **BEACHING BOAT:** "Beaching" (the act of driving the boat on to land as a means of docking the boat) any rental watercraft/equipment is not allowed. Beaching of rental watercraft/equipment can result in substantial damage and may require costly towing. Pure Wave retains the right to charge Lessee a \$500 fine, in addition to any resulting cost and damages, if it is discovered that any rental watercraft/equipment has been beached.
- **REFUELING:** The Lessee agrees to have boat refueled and the tank FULL when the boat is turned in for final check out. The Lessee is responsible for the charges for fuel and acknowledges these costs will be charged separately. If the boat has not been refilled, there will be a \$5.00 per gallon charge for refueling in addition to the cost of fuel.

Equipment Damage: Lessee agrees to return the leased watercraft/equipment in the same condition as when received. Lessee agrees to pay for any damages occurring prior to said return whether caused by Lessee or any other person.

Attorney's Fees: In the event of any suit or other action or proceeding to enforce any of the terms of this agreement, the prevailing party is entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees, at trial or on appeal, in addition to all other sums provided by law.

Venue: Venue of any action instituted to enforce any term of this agreement or any portion thereof, shall be in Duval County, Florida.

Entire Agreement: This Agreement contains the entire agreement between the parties hereto, and there are no verbal or other promises that modify or affect this Agreement except as reference herein.

