

ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT

1. All watercrafts are used at the renter's and renter's guests and/or passengers' risk.
2. ACKNOWLEDGEMENT OF RISKS: I acknowledge 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, the watercraft, other watercraft, and manmade or other natural objects:
 - (3) wind shear, inclement weather, lightning, variances and extremes of wind, weather, and temperature:
 - (4) ability to operate equipment, swim and/or follow directions, impaired sense of balance and/or physical coordination
 - (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, some of which are poisonous;
 - (7) Equipment failure or operator error;
 - (8) heat of 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 an accident.

3. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I agree to assume the responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE COMPANY NAMED ABOVE). My/our participation in the activity is purely voluntary, and I assume full responsibility for myself and any of my minor children for whom I am responsible, and for any bodily injury, accident, illness or paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE COMPANY NAMED ABOVE).

4. RELEASE: I hereby release the Company, its principals, directors, officers, agents, employees and volunteers, their insurers, and each and every land owner, municipal and/or governmental agency or owner upon whose property any activity is conducted, and their insurers, if any, from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees of any sort, and at any level. I collectively release, FROM ANY AND ALL LIABILITY OF ANY NATURE, FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OF MY MINOR CHILDREN AND OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF THE COMPANY NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

5. RESPONSIBILITY: I hereby agree to assume full responsibility for physical damages to the vessel during my time of possession of the vehicle. Furthermore, in such cases where I/we, the undersigned, was/were not the party at fault, all cartage expenses, repairs, and downtime will be charged to me/us, following which I/we agree to seek reimbursement from any third parties separately.

In acknowledgement of the aforementioned paragraph, I hereby initial here (Participant) _____ (Guest/Passenger) _____.

6. ILLEGAL SUBSTANCES: I hereby acknowledge that all illegal substances are prohibited from being used or carried on any vessel hereby rented by or from the Company. Violation of this provision may result in immediate termination of the rental of the waverunner, and tour, and will result in full forfeiture of any monies paid, or to be paid, regardless of time left, and in spite of time lost.

In acknowledgement of the aforementioned paragraph, I hereby initial here (Participant) _____ (Guest/Passenger) _____.

7. ADHERENCE TO RULES: I hereby agree to follow ALL instructions and commands of the tour guide. Failure to follow any instructions or commands or rules or failure to comply with any of the aforementioned agreements and acknowledgements, is grounds for Hector's Watersports, Inc. (based on the guide's judgment and option) to immediately terminate the rental of the waverunner, and the tour, and will result in full forfeiture of any monies paid or to be paid, regardless of time left, and in spite of time lost. Payment of all fees is due no later than the end of the tour, the failure of which constitutes theft and will result in the notification and beckoning of authorities to enforce the provisions of this contract.

In acknowledgement of the aforementioned paragraph, I hereby initial here (Participant) _____ (Guest/Passenger) _____.