



## Participant Agreement, Release, and Assumption of Risk

In consideration of the services of **Aqua Sports, Inc. dba Aqua Sports Adventures** their agents, owner(s), officers, employees, volunteers, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ASI"), I hereby agree to release, indemnify, and discharge ASI, on behalf of myself, my spouse, my children, my parents, my corporations and business entities, my heirs, assigns, personal representative an estate as follows:

1. I acknowledge that my participation in deck boats, pontoons, runabouts, and bowrider boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; accidental drowning; boat capsize and entrapment; collision with objects or other watercraft; rapidly changing adverse weather and water conditions; watercraft is slippery when wet and accidents can occur getting in or out; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; passengers can be thrown off the boat; equipment failure or operator error; accidents involving other watercraft, vessels or vehicles, collision with fixed or movable objects; flipping over; the negligence of participants, or other persons who may be present; accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity. Renter and passengers assume all risk and liability. Furthermore, **ASI** personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. Renter assumes all responsibility known or unknown.

2. 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. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity. I understand I ride at my (our own risk).
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ASI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ASI's equipment or facilities, **including any such claims which allege negligent acts or omissions of ASI.**
4. Should ASI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against **ASI**, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ASI on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at ASI.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s) \_\_\_\_\_

(CLEARLY PRINT ALL MINOR(S)'S NAMES) being permitted by ASI to participate in its activities an to use its equipment and facilities, I further agree to indemnify and hold harmless ASI from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participations by Minor(s).

Parent/Guardian Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**In consideration of the right to use the watercraft as outlined in this agreement and its associated equipment (referred to collectively as Equipment) granted by Aqua Sports, Inc. (hereinafter "ASI") to Renter, Operators and Passengers, the parties agree as follows:**

**Renter's Obligations:**

1. Renter shall be deemed the "OWNER" of the vessel for the purpose of compliance with all state laws and regulations governing safety in the operation of the vessels, including but not limited to O.C.G.A. 51-1-22. Renter shall indemnify and hold harmless against all cost, expenses, claims, actions, proceedings, damages, and liabilities arising from or connected with the Renter's possessions and return of the Equipment.
2. Renter certifies he/she is at least 21 years of age, has photo ID, and has two or more years of boating experience.
3. Renter agrees to report to ASI all accidents, incidents, or citations and in the case of an accident, furnish ASI with a complete report of same immediately in writing, including the names and addresses of all witnesses and persons involved.
4. Renter agrees to return Equipment to the location where it was originally accepted.
5. Renter agrees to be liable for all late fees as described on the Equipment Check In/Out form and List of Possible Damages Sheet.
6. Renter agrees to notify ASI or return any Equipment which is not functioning properly to ASI immediately upon the discovery of any malfunction.
7. Renter agrees that only the only people permitted on the Equipment are the people listed as Operators or Passengers in this Agreement and agrees not to sublet or loan Equipment to any other person.
8. Renter agrees not to leave Equipment unattended unless moored at a private dock or at a marina courtesy dock that is provided to ASI in advance.
9. Renter assumes all risk of loss, damage, theft or destruction of the Equipment, which shall be borne solely by the Renter.
10. ASI shall have the authority to cancel the Renter's right to use the Equipment, without refund of rent, if, in the sole judgment of ASI, the Equipment is being used in an unsafe or careless manner or is being used in violation of any navigational laws or is being used in violation of any other rule contained in the Equipment Safety Rules which are made a part of this Agreement.
11. Renter agrees to pay all charges assessed under this Agreement immediately upon demand. If Renter fails to pay all charges when due, Renter hereby agrees to pay interest on any outstanding balance at the highest rate of interest permitted by law, and also agrees to pay to ASI all costs of collection, including court costs and reasonable attorney's fees.
12. ASI, and only ASI, without limitation, restriction, or liability, may cancel any rental, delay the departure of any Equipment, or recall any Equipment due to weather or other conditions beyond the control of ASI. ASI, without limitation, restriction, or liability, may cancel any rental if in the opinion of ASI the Renter may not be capable of safely operating the Equipment.
13. ASI, without limitation, restriction, or liability, may refuse to rent Equipment to any person if in the opinion of ASI, the Renter may not be capable of safely operating the Equipment.
14. ASI, without limitation, restriction, or liability, may refuse to rent Equipment to any person if in the opinion of ASI, the Renter is not capable of understanding the content of this Rental Agreement.
15. The Equipment is not considered returned, and any fees associated with the return of the Equipment or damages to the Equipment will not be calculated until all rental Equipment and accessories are returned.

**Renter Is Responsible for Returning Vessel and Rental Equipment Same Condition – CAUTION!!!**

Renter agrees that no Equipment will be given to the Renter without Renter's prior examination of the Equipment and reviewing and signing with a representative of ASI the Equipment Check Out/In form, and that ASI has sole discretion to determine if the Equipment is in good condition and repair except for any defects which ASI shall list on that form after inspection and prior to use. Renter agrees that he may not refuse with refund any Equipment if it has been adjudged by ASI to be in good condition and repair except for the listed defects. Renter further agrees to return Equipment in same condition as received; to pay for any loss of or damage to Equipment including all costs which Aqua Sports, Inc. incurs in repairing damages, replacing the loss, and returning Equipment to the fleet; and daily rate of charter while Equipment is being repaired or replaced. If loss or damage exceeds all deposit money put forth prior to the inception of the rental period, Renter agrees to pay immediately the difference and cannot do a charge back nor dispute with their credit card company. Should damages exceed security deposit, renter agrees to allow ASI to charge card without being present for cost that exceed security deposit amount.

**Renter's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Operator's (Drivers) Obligations:**

For all purposes of this Agreement, Operators are defined as anyone who will be driving the Equipment, including Renter.

1. Operators certify they are qualified and competent to operate Equipment and agree to operate same in a careful and prudent manner at all times; to obey all rules governing use of said Equipment, including provisions of the Georgia Boat Safety Act and the U.S. Coast Guard and the Equipment Safety Rules which are made a part of this Agreement.
2. Operators of Equipment must be a minimum age of 21 with a valid driver's license and have two years of boating experience.
3. Operators agree not to operate Equipment under the influence of alcohol or narcotics.
4. Operators agree to maintain a speed limit of 5 MPH or less within 100 feet of any shoreline; moored, anchored or moving vessel; dock; wharf; pier; piling; bridge structure; marina (including rental facility marina); and any person floating or swimming in the water.
5. Operators agree to maintain a minimum distance of 100 feet between all other watercraft, while underway and 20 feet while at a standstill.
6. Operators agree to never turn engine on while any passengers are in the water within 30 feet of the Equipment.
7. Operators agree not to exceed or allow to be exceeded the total passenger capacity and/or weight capacity of the Equipment as listed in the vessel and agree not to allow anyone on the Equipment except persons listed in this Agreement.
8. ASI, without limitation, restriction, or liability, may cancel any rental if in the opinion of ASI, any operator is not capable of safely operating the Equipment.

**Passenger's Obligations:**

For all purposes of this Agreement, Passengers are defined as anyone who may ride on the Equipment pursuant to the terms of this Agreement, including Renter and all Operators. If any Passenger is under the age of 18, his guardian agrees to make Passenger aware of the below and agrees to ensure the below is followed.

1. Passengers certify they are familiar with the use, care, and potential dangers of all Equipment provided, including but not limited to life vests, inboard/outboard or outboard motors, water skiing, tubing, knee boarding, wakeboarding, personal watercraft riding, etc.
2. Passengers understand that, all children under 13 years of age, and all persons towed by equipment (skiing, tubing, etc.) must wear U.S. Coast Guard always approved personal flotation devices (ski vests) while on board Equipment.
3. Passengers agree not to allow anyone beyond the Equipment safety rails while vessel is in motion or engine is running or allow anyone's arms or legs to protrude beyond the confines of the Equipment at any time.
4. Passengers understand no firearms, fireworks, charcoal grills or other potentially hazardous or flammable substances are allowed upon Equipment.
5. Passengers agree to obey all rules governing use of said Equipment, including provisions of the Georgia Boat Safety Act and the U.S. Coast Guard and the Equipment Safety Rules which are made a part of this Agreement.
6. ASI, without limitation, may forbid any Passenger from riding on or otherwise using the Equipment if any the opinion of ASI the Passenger is not properly using the Equipment or cannot safely ride or otherwise use the Equipment.
7. Passengers shall not create a hazard/nuisance to other people/property/wildlife.

**I. GENERAL TERMS AND CONDITIONS**

**I certify that I have received adequate and proper safety and operational instruction** for the Equipment and Watercraft rented from Aqua Sports, Inc. and that I am capable in all aspects of the handling and operation of such Equipment and Watercraft and following all safety instructions. I agree not to use, nor permit the use of the Equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Aqua Sports, Inc.

This Rental Agreement and all documents referenced in this Rental Agreement collectively set forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of the Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

This Rental Agreement shall be governed by and construed under the laws of the State of Georgia. The parties agree that the proper venue for any litigation arising out of the Rental Agreement shall be Hall County, Georgia. In the event Aqua Sports, Inc., prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Aqua Sports, Inc. for its litigation expenses, including reasonable legal fees and court costs.

**I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of this Rental Agreement, I understand that I ride at my own Risk, take responsibility for minors I have signed for, and that I have relied solely on my own judgment in executing this document and all ASI forms.**

I have read the terms of this Rental Agreement, and **I understand that I am giving up substantial rights in consideration for my use of Aqua Sports, Inc. Watercraft and Equipment.** I enter into this Rental Agreement freely and voluntarily without any inducement. My signature below indicates that you have read this entire document and agree to its terms and conditions.

Print – Renter/Operators/Passengers	Signature/Guardian’s Signature	Date	Under 18/List Age
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____