

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING

I. DISCLAIMER

This agreement is known as a Release of Liability and Assumption of Risk Agreement, (hereinafter Release), and is applicable to all Renters, operators, passengers, and all other users of the Watercraft and boating equipment, including all accessories (hereinafter collectively the "watercraft") provided by LEISURE TIME BOAT RENTALS, LLC, as well as all other affiliated entities or individuals there under. For purposes of this Release, the term "LEISURE TIME BOAT RENTALS OF SW FLORIDA, LLC" shall include all members, managers, officers, employees, agents, representatives, assigns, successors, insurers, and subsidiaries of LEISURE TIME BOAT RENTALS, LLC. Renter agrees that they are also signing this Release on behalf of any minor children for whom they are the parent, guardian, or whom the Renter is otherwise responsible for the care, custody, or control of during the Rental of the Watercraft. Renter agrees that they will disclose to LEISURE TIME BOAT RENTALS, LLC all potential Renters, operators, passengers, and users of the Watercraft. Renter further agrees that in the event they fail to notify LEISURE TIME BOAT RENTALS, LLC of all potential Renters, operators, passengers or users of such Watercraft, Renter will expressly assume the risk for and become personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the negligence of LEISURE TIME BOAT RENTALS, LLC.

II. EXPRESS ASSUMPTION OF RISK

Renter expressly covenants as follows:

I ACKNOWLEDGE THAT THE RENTAL, OPERATION, AND USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO SEVERE BODILY INJURY, DEATH, DROWNING AND/OR PROPERTY DAMAGE AND LOSS. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES RELATING TO THE RENTAL, OPERATION, AND USE OF THE WATERCRAFT, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN THE ACTIVITIES. I ACKNOWLEDGE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT INCLUDING THOSE ACTIVITIES I FEEL UNCOMFORTABLE WITH OR WHICH I CANNOT BE COMPLETE SAFELY.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION AND USE OF THE WATERCRAFT, AND ASSOCIATED RENTAL EQUIPMENT (a/k/a BOAT EQUIPMENT), EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF LEISURE TIME BOAT RENTALS, LLC, AND/OR THOSE UNDER ITS EMPLOYMENT AND DIRECTION AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION, AND USE OF THE WATERCRAFT.

Renter's INITIALS _____

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III. RELEASE AND COVENANT NOT TO SUE

Renter expressly covenants as follows:

I HEREBY RELEASE AND HOLD HARMLESS LEISURE TIME BOAT RENTALS LLC FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATIONS OR CAUSES OF ACTION FOR EVERY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF LEISURE TIME BOAT RENTALS, LLC OR OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF LEISURE TIME BOAT RENTALS, LLC TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN ME ON THE OPERATION OF THE WATERCRAFT.

AS PART OF THE CONSIDERATION FOR USING THE WATERCRAFT, I PROMISE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST LEISURE TIME BOAT RENTALS, LLC FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL, EXPRESLLY INCLUDING OPERATION AND USAGE OF THE WATERCRAFT AND "BOAT EQUIPMENT" IT IS MY INTENT BY SIGNING THIS RELEASE TO FULLY AND COMPLETELY RELEASE LEISURE TIME BOAT RENTALS, LLC, ITS EMPLOYEES, OWNERS, SUBSIDIARIES, ASSIGNS, INSURERS, AND AGENTS OF EVERY KIND, FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

IV. INDEMNITY AND LIABILITY TO THIRD PARTIES

Renter expressly covenants as follows:

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS LEISURE TIME BOAT RENTALS, LLC FOR ALL PERSONAL INJURIES, DEATHS, PROPERTY LOSS OR DAMAGE, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT, SWIMMERS AND MINOR CHILDREN UNDER MY CUSTODY, CARE AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO MY RENTAL, OPERATION, OR USE OF WATERCRAFT PROVIDED BY LEISURE TIME BOAT RENTALS, LLC, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF LEISURE TIME BOAT RENTALS, LLC. I EXPRESSLY AGREE THAT LEISURE TIME BOAT RENTALS, LLC SHALL NOT BE LIABLE FOR ANY LOSS OF DAMAGE TO ANY PERSONAL PROPERTY LEFT, STORED OR TRANSPORTED BY ME IN OR UPON THE WATERCRAFT.

V. WARNING

In consideration of the use of the Watercraft, boat equipment, and the property, facilities and/or services of LEISURE TIME BOAT RENTALS, LLC, the undersigned Renter expressly acknowledges the following warning.

There are significant elements of risk in any adventure sport or activity on the water or associated with the use or presence of watercraft, including but not limited to boats and their related equipment. These risks are inherent in boating and may be present even if the Watercraft and boat equipment are used properly, even in still water. The Renter understands and acknowledges that the operation of the Watercraft boat equipment involves risks such as, but not limited to, the following:

- (a)** Changing water flow, conditions or currents.
- (b)** Collision with other participants, any portion of the interior of the Watercraft, other watercraft, man-made or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders.
- (c)** Cold weather and heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, sun stroke, and dehydration.
- (d)** Inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals.
- (e)** Loss of sense of balance, physical coordination, ability to swim, and/or ability to follow directions.
- (f)** Loss of control of the Watercraft, collision, capsizing, and sinking of the Watercraft which can result in wetness, injury, exposure to the elements, hypothermia and drowning.
- (g)** Injury while getting in and out of the Watercraft.
- (h)** Travel, including hiking, portaging and travel to and from the related and unrelated activities.
- (i)** The presence of wild animals, including marine lifeforms; and
- (j)** Unavailability of emergency aid services and emergency medical care. The listing of these risks is not intended, and shall not be construed as, all of the possible risks associated with the use of the boat equipment.

VI. WARNING

Based upon the warnings above and Renter's acknowledgement of the inherent risks of using and operating the Watercraft and the boat equipment, and that some or all of those risks may be unavoidable even with reasonable care in the use and operation of the Watercraft and boat equipment. By executing this Release, Renter expressly assumes all risks that arise from the use and operation of the Watercraft and boat equipment, including the risk of property damage, bodily injury and possibly death, including the acts of others, the unavailability of emergency care and any other foreseeable or unforeseeable factors and/or circumstances related to the use of the Watercraft and boat equipment.

Renter's INITIALS _____

VII. WAIVER AND RELEASE OF LIABILITY.

The undersigned Renter, based upon the warnings and understanding of risks, and predicated in part upon the acknowledgements and assumption of risks described above, does hereby waive, release and discharge LEISURE TIME BOAT RENTALS, LLC., its officers, agents, employees, successors, affiliates and assigns, not to exclude t h e Marina from any and all claims or liability arising from the use or operation of the Watercraft and the boat equipment, and use of the LEISURE TIME BOAT RENTALS, LLC property, facilities, services and activities organized and/or sponsored by LEISURE TIME BOAT RENTALS, LLC. And agrees that it shall not sue them on account or in connection with any claims, causes of action, injuries, damage, cost of expenses arising therefrom, whether arising from the negligence or strict liability, and regardless of the participation of another third party in the causation of any such injuries, damages, or liability, but excluding claims which arise from gross negligence or willful misconduct on the part of LEISURE TIME BOAT RENTALS, LLC. Renter acknowledges that this wavier and release includes the waiver of future, unknown claims. To explicitly acknowledge the Renter’s waiver and release of liability.

VIII. INDEMNITY

The undersigned Renter agrees to indemnify and defend, LEISURE TIME BOAT RENTALS, LLC from any and all claims made by or for the Renter, or any other third party, expressly including all guests on the Watercraft operated by the Renter, arising out of the use or operation of the Watercraft and boat equipment, and that Renter shall hold LEISURE TIME BOAT RENTALS, LLC and its officers, employees and agents (each, an “Indemnitee”) and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned Renters use or operation of the Watercraft and boat equipment, which include but are not limited to damages to or destruction of all property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of LEISURE TIME BOAT RENTALS, LLC. The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, willfully, unknowingly, or otherwise.

IN WITNESS WHEREOF, THE UNDERSIGNED RENTER HAS READ, UNDERSTANDS AND AGREES TO BE LEGALLY BOUND TO THIS RELEASE, EFFECTIVELY WAIVING THEIR RIGHTS AND RELEASING THE LIABILITY OF LEISURE TIME BOAT RENTALS, LLC. RENTER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THIS RELEASE RELATES TO SURRENDERING VALUABLE LEGAL RIGHTS AND ASSUMING IMPORTANT LEGAL RESPONSIBILITIES. THE RENTER ENTERS INTO THIS RELEASE FREELY AND VOLUNTARILY, AND DOES SO FOR HIMSELF OR HERSELF, HIS OR HER HEIRS, AND THE GUESTS ALLOWED ABOARD SAID VESSEL DURING THE RENTAL PERIOD.

Signature of Renter

Date

Renter’s INITIALS _____

Print Name

STAFF USE ONLY

Staff Signature:

Print Name:

Date:

REQUIRED INFORMATION FOR RENTER

Renter's Full Address: _____

Renter's Phone Number: _____

Renter's Email Address: _____

Renter's Driver license No.: _____

Renter's Date of Birth (DD/MM/YYYY): _____

Renter's Weight (In U.S. Pounds) _____

REQUIRED INFORMATION FOR ALL GUESTS

Full Name	Date of Birth	Weight (Pounds)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

Renters INITIALS _____