

Boat Rental Agreement: Release of Liability- Waiver of Legal Rights and Assumption of Risks

Please read and be certain you understand the implications of signing

Windsurfing Hilton Head, Inc., (d/b/a Outside Hilton Head, "OHH") agrees to Rent a Powerboat to the undersigned upon your full acceptance of the following terms and conditions:

Vessel Rented: 2005 Bentley Cruise 200 20' Pontoon Hull I.D. #BNT13745E505 2006 Mercury 1B235841

Rental Rate: \$195 for initial 2 hours then \$85 for each additional hour thereafter plus Tax.

Time of Departure: _____

Number of Hours Rented: _____

Intended Time of Return: _____

\$200 LATE FEE PER HOUR OR PORTION THEREOF

In consideration for being allowed to participate in boating activities by OHH, I hereby understand and agree to this release of liability, waiver of legal rights, and assumption of risks, and all terms hereof, and affirm and acknowledge that I have been fully informed of the inherent risks and hazards associated with operating or riding a Powerboat, including but not limited to:

- 1) Changing water flow, tides, currents, wave action, and ship's wakes
- 2) Collision with any of the following: a) other participants, b) the watercraft, c) other watercraft, d) man made or natural objects.
- 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature.
- 4) My sense of balance, physical condition, ability to operate equipment, swim and / or follow directions.
- 5) Collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of the water into my body orifices, 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, sun stroke, or dehydration.
- 9) Fatigue, chill and / or reaction time and increased risk of an accident.

I specifically acknowledge that I have read, understand and agree to abide by the Powerboat operational instructions at all times and that I have been trained in the safe use of watersport equipment and to my complete satisfaction, and I am physically/ mentally able to participate in the water sport activities which I am about to engage. I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and / or regulation or policy that may impact its enforceability. I am liable for all damage to the rented vessel.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releasees, I hereby agree as follows:

- 1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees: Windsurfing Hilton Head Inc., d/b/a Outside Hilton Head.
- 2) To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
- 3) All charges to me by OHH under this agreement may be made by OHH to the credit card used for my damage deposit at commencement of this agreement. This includes rental charges as well as any damages to the chartered vessel, whether or not due to my fault, loss of revenue if the vessel is out of service for repairs, attorney fees and costs of collection. The amount of the damage deposit does not limit my liability to OHH.
- 4) I agree that the following are prohibited under this agreement: towing another vessel or a person, engaging in races, operating while under the influence of drugs or alcohol; exceeding the number of persons allowed on the vessel; beaching the vessel; or operating in the ocean or within 100 feet of shorelines. I will abide by and follow all instructions given by OHH.
- 5) By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement. Any misrepresentation of age or physical condition may create liability under state law.

I hereby declare I am of legal age and am competent to sign this agreement, or, if not, that my parent or legal guardian is in complete understanding and concurrence with this agreement.

Declaration of Fitness to Operate Personal Watercraft or Powerboat

I hereby declare that I am physically fit. I do not, and have not suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during operation of rental personal watercraft or powerboats: Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, disabilities, mental illness, drug or alcohol addiction, recent back injury, arthritis and sever joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

Even if I have a health condition as stated above of which I may be unaware, by signing this form I still choose to participate in the activity with the Powerboat, and agree to waive all responsibilities to all the above mentioned parties concerning any consequences that would result from my actions.

I further declare that in the event I feel ill or unwell, and have any physical complaints whatsoever or if an injury is sustained of any kind during the course of rental, I will notify the nearest representative of OHH immediately and before leaving the premises.

If you cannot sign the above declarations because of any of the above conditions, you must notify the Rental Manager immediately before you board any vessel.

I have read this Agreement, understand it, and I agree to be bound by it. I have read the above declarations, understand them, and I agree to be bound by them.

Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

Address of Adult Participant

Phone Number

Driver's License Number and State of Issue

Signature of Parent or Guardian if Participant is a

Name of Parent or Guardian (Please Print)

Date

Minor, and by their signature, they on my behalf release all claims that both they and I have.

Address of Parent or Guardian

Phone Number

Signature of Minor Participant

Name of Minor Participant (Please Print)

Date

This Agreement Accepted By: _____ for Windsurfing Hilton Head, Inc. (d/b/a Outside Hilton Head)