

RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to use/rent the waterborne and/or land-based recreational equipment owned and provided by TAMPA RIVERWALK RENTALS, LLC (collectively, the "Equipment"), for myself and any minor children for whom I am parent or legal guardian, and for my/our heirs, family members, personal representatives, or assigns, I agree to all terms and conditions set forth in this instrument (the "Release"):

ACKNOWLEDGMENT OF RISKS

I hereby acknowledge that some, but not all, of the inherent risks of utilizing the Equipment include: (1) changing water flow, tides, currents, wave action and ships' wakes; (2) collisions with any of the following: other Equipment, vessels, people, animals, motorists, vehicles, and other manmade or natural objects (3) wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature; (4) my sense of balance, physical coordination, ability to operate Equipment, swim and/or follow directions; (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; (7) equipment failure or operator error; (8) heat or 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; (10) hazards of roads and off road terrain, including without limitation, traffic, potholes, cracks, debris and other obstacles in the roadway/on paths.

EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY

I hereby agree to assume responsibility for all the inherent risks of utilizing the Equipment, whether identified above or not. My/our use or rental of the Equipment is purely voluntary. I assume full responsibility for myself and my minor children for whom I am parent or legal guardian, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident that may occur while I/we use or rent the Equipment.

RELEASE

I hereby expressly release, waive and forever discharge any and all claims, now known or hereafter known, against TAMPA RIVERWALK RENTALS, LLC and/or Marriott Hotel Services, Inc., and their respective principals, directors, officers, managers, members, agents, subsidiaries, affiliated and related companies, employees and volunteers, their insurers, (the "RELEASEES"), on account of injury, disability, death, or property damage arising out of, or in any way connected with, my use or rental of the Equipment, **whether caused by the negligence of the RELEASEES or otherwise, including negligent rescue operations.**

COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

I will not make any claim against the RELEASEES for injury, damage, death, or any other loss arising from or in any way connected with my use or rental of the Equipment. I understand that if I attempt to sue Releasees in violation of this Release, the **RELEASEES may seek to recover all of their costs, including legal fees.** I agree to **indemnify, hold harmless, and defend RELEASEES** from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my use or rental of the Equipment.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY

SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THIS ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

ENTIRE AGREEMENT

This Release constitutes the sole and entire agreement of TAMPA RIVERWALK RENTALS, LLC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

BINDING AGREEMENT

This Release is intended to be binding on me, my family, my heirs, my estate, my legal representatives, and my assigns.

GOVERNING LAW AND JURISDICTION

All matters arising out of or relating to this Release shall be governed by and construed in accordance with the general maritime law of the United States or the laws of the State of Florida if maritime law is not applicable. Any claim or cause of action relating to or arising out of this Agreement against or with respect to TAMPA RIVERWALK RENTALS, LLC or any of RELEASEES shall be commenced exclusively in and before a state or federal court located in Hillsborough County, Florida, U.S.A. to the exclusion of the courts of another state, territory or country, and I hereby consent to the exclusive jurisdiction of such courts.

WAIVER OF JURY TRIAL

I IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS RELEASE.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS RELEASE. **I acknowledge that I am signing this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.**

Printed Name of Participant

Signature of Participant

Date

Date of Birth

Emergency Contact Name

Emergency Contact Number

PARENTAL / LEGAL GUARDIAN CONSENT

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

Printed Name Parent/Guardian

Signature of Parent/Guardian

Date