



Swell Ride, LLC

LIABILITY WAIVER

I. DISCLAIMER

This form is a Waiver, also known as a Release of Liability and Assumption of Risk Agreement (hereinafter the "Liability Agreement") is applicable to all renters, operators, passengers, and any other users of Skiff/SUP/Kayak and boating equipment not to exclude all accessories provided (hereinafter collectively the "Watercraft") provided by **Swell Ride, LLC**, a Florida Corporation (hereinafter "**Swell Ride**") as well as any other affiliated entities or individuals there under. For purposes of this Rental Agreement, the term "**Swell Ride**" shall include all member/s, manager/s, officer/s, employee/s, agent/s, representative/s, assign/s, successor/s, insurer/s and subsidiaries of SwellRide. Renter agrees that you are also signing this Rental Agreement on behalf of any minor children for whom you are the parent, guardian, or whom you are otherwise responsible for the care, custody or control. Renter agrees that you will disclose to **Swell Ride** all potential renters, operators, passengers and users of the Watercraft. Renter further agrees that in the event you fail to notify **Swell Ride** of all potential renters, operators, passengers or users of such Watercraft, you will be personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the gross negligence of **Swell Ride**.

Initial Acceptance _____

II. WARNINGS...

In consideration of the use of the Watercraft boat equipment and the property, facilities and/or services of **Swell Ride**, the undersigned Renter acknowledges and understands the following warnings. 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 Watercraft and their related equipment. These risks are inherent in boating and may be present even if the Watercraft equipment is used properly and even in still water. The Renter understands and acknowledges that the operation of the Watercraft 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 craft, 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) sense of balance, physical coordination, ability to swim, and/or ability to follow directions;

- (f) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning;
- (g) injury while getting in and out of the craft;
- (h) travel, including hiking, portaging and travel to and from the related and unrelated activities;
- (i) the presence of wild animals, including marine life forms;
- (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 Watercraft equipment.

III. Assumption of Risk.

Based upon the warnings above and Renter's acknowledgement of the inherent risks of using and operating a Watercraft and the Watercraft equipment, and that some or all those risks may be unavoidable even with reasonable care in the use and operation of the Watercraft and equipment. By executing this agreement Renter expressly assumes all risks that arise from the use and operation of the Watercraft and 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 equipment.

To explicitly acknowledge the Renter's assumption of risk, Renter shall place their initials here: _____ (Renter must initial).

IV. 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 **Swell Ride**, its officers, agents, employees, successors, affiliates and assigns, from any and all claims or liability arising from the use or operation of the Watercraft and equipment, or use of the **Swell Ride**, property, facilities, services or activities organized or sponsored by **Swell Ride**. 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 **Swell Ride**. Renter acknowledges that this waiver and release includes the waiver of future, unknown claims.

To explicitly acknowledge the Renter's waiver and release of liability, Renter shall place their initials here: _____ (Renter must initial).

V. Indemnity.

The undersigned Renter agrees to indemnify and defend, **Swell Ride** from any and all claims made by or for the Renter, or any other third party, arising out of the use or operation of the Watercraft and equipment and that Renter shall hold **Swell Ride** 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 equipment, which include but are not limited to damages to or destruction of any 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 **Swell Ride**. The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, willfully, or otherwise.

To explicitly acknowledge the Renter's agreement of indemnity, Renter shall place their initials here: _____ (Renter must initial).

In Witness Whereof, the undersigned Renter has read, understands and agrees to be legally bound to this Agreement effectively Waiving THEIR rights and Releasing of Liability to **Swell Ride**, FURTHER realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities, does so freely and voluntarily, and does so for himself or herself and his or her heirs, not to exclude the guests I personally allow aboard said vessel, assigns and legal representatives.

Renter Full Name: _____

Street Address: _____

State, Zip Code: _____

Cell Phone #: _____

Email Address: _____

Driver's License Number: _____

Driver's License State: _____

Date of Birth: _____ Weight: _____(lbs)

Boater Safety Certification Number: _____

Renter's Signature: _____

Date: _____