



LIABILITY WAIVER

XELLENT BOATERS BOAT RENTAL WAIVER AND RELEASE OF LIABILITY AGREEMENT – FLORIDA

I. DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by XELLENT BOATERS LLC *(For purposes of this Waiver and Release, the term “Rental Company.” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of XELLENT BOATERS LLC.). If any other rental agreement is supplemented with this release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned’s minor children. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Rental Company.

Initials: _____

II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships’ wakes; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms, including, but not limited to sharks and/or sting rays; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Initials: _____

III. EXPRESS ASSUMPTION OF RISK – The undersign herby agrees that he/she is renting, operating or using the equipment provided by Rental Company at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result,

regardless of the cause, even if the risks arise out of the negligence or fault of XELLENT BOATERS LLC.

Initials: _____

IV. WAIVER/RELEASE OF LIABILITY – By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless XELLENT BOATERS LLC from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by XELLENT BOATERS LLC regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that XELLENT BOATERS LLC, shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that XELLENT BOATERS LLC shall not be responsible for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY XELLENT BOATERS LLC, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by XELLENT BOATERS.

Initials: _____

V. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless XELLENT BOATERS LLC, for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other watercraft and minor children under the undersigned’s custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by XELLENT BOATERS LLC, even if such damages arise out of the negligence or fault of XELLENT BOATERS LLC.

Initials: _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from XELLENT BOATERS LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against XELLENT BOATERS LLC for XELLENT BOATERS LLC negligence.

Initials: _____

RENTER _____

RENTER ADDRESS _____

DATE/TIME _____

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER

Please email the signed Waiver to info@xellentboaters.com