

Boat: 2013 Suntracker Bass Buggy 18DLX

Vessel Registration Number: FL2623PK

WAIVER AND RELEASE OF LIABILITY AGREEMENT - Florida

 I. DISCLAIMER - This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of any and all equipment provided by Cameron Weidow, Timothy Weidow, or Cross Coast LLC. *(For purposes of this Waiver and Release of Liability Agreement, the terms "Rental Provider" may be used interchangeably for Cameron Weidow, Timothy Weidow, and Cross Coast LLC. The term "Renter" or "The undersigned" may be used interchangeably for the person(s) who is signing this agreement). 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 of Liability on behalf of undersigned's minor children as a Guardian. Renter agrees that he/she will disclose to Rental Provider all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Provider 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 Provider. The Renter signing this Waiver and Release of Liability acknowledges that they will inform all passengers of this agreement.

 II. ACKNOWLEDGMENT 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, exposure 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. Further, the person who signed understands that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death. By initialing I acknowledge that the rental, operation or use of a watercraft has inherent risks that may lead to bodily injury, death, drowning, and/or property loss not to exclude damage. 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 such activities. I realize 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 determine cannot be completed safely by me. I knowingly and voluntarily assume all risk of injury, illness, damage or loss, both known and unknown, associated with the rental, operation or use of the watercraft or associated rental equipment. Even if arising from the negligence or omission of Timothy Weidow, Cameron

Weidow, or Cross Coast LLC and assume full responsibility for my and my parties participation in the rental, operation and use of the watercraft. This extends to all passengers on the pontoon.

_____ **III. EXPRESS ASSUMPTION OF RISK** - The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Provider at his/her own risk including any participants in the party. 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 all passengers the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured 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 of injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Rental Provider. This extends to all passengers on the pontoon.

_____ **IV. WAIVER/RELEASE OF LIABILITY** - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Rental Provider 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 Rental Provider regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that the Rental Provider shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Rental Provider shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Rental Provider**, 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 Rental Provider.

_____ **V. LIABILITY TO THIRD PARTIES** - The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Provider 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 Rental Provider, even if such damages arise out of the negligence or fault of Rental Provider.

_____ **VI. ACKNOWLEDGMENT 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 Rental Provider 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 the Rental Provider for Rental Provider's negligence.

____ **VII. LATE RETURN/CLEANING FEE** - If the boat is returned after the agreed return time, a Fee of \$15.00 for every 15 minutes will apply, unless other arrangements are made. If the boat is returned excessively **DIRTY** or **SANDY** there will be a \$75 cleaning fee. Renter has read and understands all of the terms, conditions, and rules set forth above, and agrees to all terms without reservation. The information supplied on this agreement by Renter(s) is true and correct.

____ **VIII. FUEL COSTS** - When returning the boat after completing a rental the gas is to be filled to full. If this is not done then cash payment can be accepted as compensation for missing fuel. This saves you money as water access gas can be nearly double the price. If no fuel arrangements are made, or it is returned under any circumstances with less gas than it left with, a \$100 fee will be applied. Renter authorizes Rental Provider to charge this fee to the card on file.

____ **IX. CAUTION!!- PHYSICAL DAMAGES** - By my authorized signature below, I agree that I have read and fully understand the Release of Liability and furthermore, agree to pay for any and all repair costs and other physical damages that may occur to the watercraft during my rental, operation or other use from any cause whatsoever whether deliberate or unintentional as specifically set forth on the Waiver and Release of Liability Agreement. **I also understand that any damages repaired will be quoted at the prices listed on the Damage Expense Form.**

____ **X. ACKNOWLEDGEMENT OF MINOR SAFETY** - By my authorized signature below, I agree that I understand all risks involved with anyone under the age of 18. ***Any child age 6 and under or under 90lbs are required to wear a Coast Guard approved life vest at all times when on the vessel. Please list all occupants under the age of 18 below.***

____ **XI. MALFUNCTIONS** - If a malfunction or breakdown is to occur, Cross Coast LLC is to be notified immediately of the issue. Our phone numbers can be found on the cover of the onboard Information Packet. ***If an emergency were to occur, always dial 911. Cross Coast LLC does not reimburse its customers for tickets accrued on the water for disobeying any Maritime Law.***

****DO NOT KEEP RUNNING THE MOTOR IF YOU HEAR THE ENGINE ALARM SOUNDING OFF, OR IF YOU RUN AGROUND.****

YOU MUST BE AT LEAST 21 YEARS OF AGE TO SIGN ANY RENTAL AGREEMENT REGARDING ANY BOAT FROM CAMERON WEIDOW, TIMOTHY WEIDOW, OR CROSS COAST LLC. BY SIGNING BELOW YOU ARE ASSUMING ALL RISK AND LIABILITY FOR ANY MINOR ON BOARD AS STATED ABOVE. ANYONE UNDER THE AGE OF 21 YEARS OLD SHALL NOT OPERATE ANY OF OUR BOATS AT ANY TIME. NO OPERATING THE VESSEL WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL.

*****READ RELEASE BEFORE SIGNING*****

By signing below you are stating that you have read and agree to the terms set forth in this Waiver and Release of Liability Agreement. A copy of this agreement will be sent to your email upon booking confirmation.

Renter Print: _____

Renter Signature: _____

Drivers License Number: _____

Emergency Contact #: _____

Date: _____

Please list any occupants under the age of 18(First and Last Name):

A copy of this rental agreement as well as the Damage Expense Form will be sent to your email.