



**WAIVER, RELEASE AND INDEMNITY AGREEMENT (“Waiver”)**

**PLEASE READ CAREFULLY – THIS IS A RELEASE AND WAIVER OF LIABILITY.**

DISCLAIMER: This Waiver is applicable to all Renters, operators, passengers and users of the boat and equipment provided by SJO Rentals, LLC dba Modern Boat Rental (“SJO”) . For purposes of this Waiver the term “SJO” includes all members, employees, agents, representatives, assigns, successors and insurers). The undersigned, for him or herself, and for any and all minor children of the undersigned agrees as set forth below. The undersigned acknowledges that the term “I” or “Participant” includes any minor children of the undersigned:

Initial: \_\_\_\_\_

**1. ACKNOWLEDGEMENT OF RISKS.** I acknowledge that there exist inherent risks, hazards and dangers to the rental and use of the boat and equipment. The risks vary, however, examples include without limitation property damage, physical and emotional injury, including trauma, sprains, torn muscles, cuts, scrapes, bruises, eye injury, neck, spinal or other bone injuries, insect bites, shock, paralysis, drowning, or death, due to: 1) Changing water flow, tides, currents, wave action and ships’ wakes; 2) Collisions with people, other boats, manmade or natural objects, including those wholly or partially submerged under the water; 3) 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; 5) Equipment failure or operator error; 6) Boat users’ sense of balance, physical coordination, physical health and fitness, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, darkness, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration. I acknowledge that this list is not exhaustive and I assume the risk for all injury, illness or death that may occur relating to my use of the boat or the equipment.

Initial: \_\_\_\_\_

**2. EXPRESS ASSUMPTION OF RISK.** I agree that I am voluntarily renting, operating or using the equipment provided by SJO at my own risk. I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISKS OF PROPERTY DAMAGE, THEFT AND PERSONAL INJURY, ACCIDENTS OR ILLNESS, WHETHER DUE TO NEGLIGENCE OF SJO OR OTHERWISE, RELATED TO MY PARTICIPATION IN THE RENTAL AND USE OF THE BOAT OR EQUIPMENT.

Initial: \_\_\_\_\_

**3. REFUND AND INSURANCE.** I understand that:

If I can no longer participate in the rental or use of the boat for any reason due to injury, I am not entitled to a refund of any rental fee; and

SJO does not maintain any insurance covering my actions. As such, I am aware that I should review my personal insurance coverage to determine its adequacy for the activities that I or my participating child will be undertaking in connection with the boat and equipment rental and use.

Initial: \_\_\_\_\_

4. **WAIVER/RELEASE OF LIABILITY.** I voluntarily release, waive, and covenant not to sue SJO from and for any and all liability of any nature to me, my child, my heirs and assigns, from any loss, damage and claims of whatsoever nature, on account of personal injuries, accident, illness, death and property loss sustained by me 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 rented from SJO LLC, including but not limited to waterskies, wakeboards, tubes, and towing ropes by SJO and whether caused by the negligence of SJO, or otherwise.

Initial: \_\_\_\_\_

5. **INDEMNITY;LIABILITY TO THIRD PARTIES.** I agree to indemnify, defend and hold harmless SJO for all loss, liability, action, suit, expense, damage, cost or claim of whatsoever nature, including attorneys' fees and costs related to my rental, operation, or use of equipment including but not limited to waterskies, wakeboards, tubes, and tow ropes, whether caused by the negligence of SJO, or any other cause.

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6. **ACKNOWLEDGEMENT OF WAIVER AND RELEASE.** I understand that I may rent, operate, or use equipment from another rental facility, but have chosen to rent, operate, or use equipment from SJO with the knowledge that signing this Waiver is a requirement for rental, operation, and use of said equipment.

I further expressly agree that the foregoing Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Washington. I have considered that if this Waiver was not as broad as it is, the cost for participation would be considerably higher, and I do not wish to pay or have imposed a considerably higher cost. I waive the right to bargain for a different waiver of liability terms. If any portion hereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect.

Initial: \_\_\_\_\_

I HAVE READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER ON BEHALF OF MYSELF AND MY CHILD. I UNDERSTAND THAT I, FOR MYSELF, MY CHILD, (AND ON BEHALF OF HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS) AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I INTEND BY MY SIGNATURE THAT THIS BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT: \_\_\_\_\_

DATE: \_\_\_\_\_