

# RENTAL COMPANY

## RELEASE, WAIVER AND INDEMNITY AGREEMENT

### *This is a Legally Binding Contract*

#### **I. CONSIDERATION**

For and in consideration of being permitted to rent, use, operate and/or ride watercraft and equipment provided by Lexington Charter Boat, LLC ("Rental Company"), the undersigned does hereby warrant and agree that there is good and valid consideration for the promises and covenants made herein, and that the terms of this Release, Waiver and Indemnity Agreement constitute a legally binding contract.

**INITIALS:** \_\_\_\_\_

#### **II. REPRESENTATIONS AND WARRANTIES**

The undersigned does hereby represent, warrant and agree: (1) that I am aware that there are risks inherent in the use, operation or riding of the watercraft and equipment being provided by Rental Company, and that I am voluntarily participating in all activities related to the watercraft and equipment with full knowledge thereof, and solely and exclusively assumes all risk of injury, illness, damage, loss, paralysis or death that may result; (2) that I am in good health and have no physical/mental limitations that would affect my understanding of this agreement or the safe operation or use of the watercraft or equipment; (3) that Rental Company has explained their rules and regulations relating to the watercraft and equipment, that I understand those rules and regulations, and I agree to follow and abide by them at all times; (4) that I understand and agree that it is impermissible for anyone other than signators to this Release, Waiver and Indemnity Agreement to operate, use or ride the watercraft or equipment, and I will not let anyone use, occupy or ride the watercraft or equipment who has not signed same; (5) that I am signing this agreement in both my individual and representative capacities in the event that I permit a minor for who I am legally responsible to use, operate or ride the watercraft and equipment, and (6) that I have had an adequate opportunity to read and understand this agreement, that I fully understand its terms, that I am under no duress or other legal disability, and that I sign my name hereto with intent to be bound. Additionally, I represent, warrant and agree that no minors shall be permitted to use, operate or ride the watercraft or equipment unless and until a parent, guardian or other legal representative has signed this agreement on their behalf. All parents, guardians or other legal representatives shall be presumed to have executed this Release, Waiver and Indemnity Agreement in their individual capacities and representative capacities for any minor that they permit to use, operate or ride the watercraft and equipment. **INITIALS:** \_\_\_\_\_

#### **III. RELEASE AND WAIVER**

The undersigned, individually and on behalf of any minor the I am legally responsible for who I permits to use, operate or ride the watercraft or equipment, do hereby release Rental Company, and each and every one of its owners, employees, agents, representatives, servants, assigns, successors, and insurers (collectively "Releasees"), from any and all claims, demands, causes of actions, and other forms of action, however characterized, relating in any way to the use, operation or riding of the watercraft or equipment, and waive any and all rights to proceed in any way against Releasees for personal injury, bodily damage, property damage, theft or other loss. ***The undersigned understands and agrees that Releasees shall not be responsible to the undersigned, or to any minor for which the undersigned is legally responsible, for any injuries, damages, loss or theft, even though same may be caused in whole or in part by the negligence or fault of Rental Company.*** This release and waiver does not apply to any gross negligence or intentional torts by Rental Company. **INITIALS:** \_\_\_\_\_

**IV. INDEMNITY**

The undersigned does hereby agree to defend, hold harmless and indemnify Releasees from and against: (1) any and all claims arising out of or relating in any way the undersigned's use, operation or riding of the watercraft or equipment, no matter who may make said claim; (2) any and all claims arising out of or relating in any way from the undersigned's breach of any of the representations or warranties made herein, or from the undersigned's breach of any of the provisions of this Release, Waiver and Indemnity Agreement; (3) any and all claims advanced or maintained by any third party relating in way to the undersigned's use, operation or riding of the watercraft and equipment, and (4) any and all claims by or on behalf of any minor who uses, operates or rides the watercraft and equipment with the undersigned's knowledge or consent. **INITIALS:** \_\_\_\_\_

**V. ACKNOWLEDGEMENT**

The undersigned does hereby acknowledge: (1) that this Release, Waiver and Indemnity Agreement constitutes a legally binding contract; (2) that if one or more of the provisions of this agreement are ruled invalid or are struck down in any way, the remaining provisions shall remain in full force and effect; (3) that I have read the provisions of this agreement and fully understand them; and (4) and that my signature below constitutes my full acknowledgement, consent and agreement to the terms of this Release, Waiver and Indemnity Agreement. **INITIALS:** \_\_\_\_\_

**\*\*\*READ ENTIRE AGREEMENT BEFORE SIGNING\*\*\***

SIGNATURE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_