

OCEAN CITY WATERSPORTS

308 N. 1ST St., Ocean City, MD 21842 – 410.289.RUSH (7874)

PWC/BOAT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Date: _____ **Name:** _____ **D.O.B.:** _____

Street Address: _____ **City:** _____

State: _____ **Zipcode:** _____ **Phone:** _____ **Email:** _____

I the undersigned, have requested and have been granted permission to enter the premises occupied by the business trading as Ocean City Watersports, LLC (hereinafter referred to as "OCWS," which includes the owner(s) and/or business) and/or to rent or operate a pontoon boat and/or a personal watercraft (hereinafter referred to as "PWC/boat") and/or to participate in PWC or boating activities sponsored by OCWS, and

IN CONSIDERATION OF being permitted to, for any purpose: a) enter the premises occupied by OCWS; b) rent and/or operate PWC or boats, and/or; c) participate in PWC or boating activities, I, for myself, my personal representative, heirs, next of kin, executors, administrators, successors, and assigns, hereby:

A. RELEASE, REMISE, AND DISCHARGE OCWS, the owners and operators of the PWC and boating activities sponsored by OCWS, the owners and licensors of the premises occupied by OCWS and their respective servants, agents, employees, and officers (hereinafter referred to as "releasees"), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any related to my presence on the premises occupied by OCWS, and/or my participation in any activities sponsored by OCWS. INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE.

B. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my presence on the premises occupied by OCWS, whether or not these injuries or damages were caused by the releasees' negligence.

C. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES from any loss, liability, damage, or cost that may incur, including attorneys' fees, arising from, or in any way related to, my presence on the premises occupied by OCWS, my operation of a PWC/boat rented from or owned by OCWS or Paradise Parasail, LLC., and/or my participation in any activities sponsored by OCWS.

D. ASSUME THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE, whether due to the negligence of RELEASEES negligence, my negligence, or any other reason or factor, while upon the premises, while operating a PWC/boat rented from or owned by OCWS or Paradise Parasail, LLC., and/or while participating in any activities sponsored by OCWS.

I agree and understand that:

1) My participation in PWC or boating activities, as with any watersport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of PWC and/or boats. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these rules and assume the risk of harm presented by these damages.

2) My presence on the premises operated by OCWS and/or my participation in the PWC or boating activities organized by OCWS exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, OCWS, and/or others.

3) PWC or boating activities may pose an additional danger to persons with pre-existing physical injuries or conditions, or other conditions, or to pregnant women. I am not aware of any physical or mental conditions that may affect my ability to participate in PWC or boating activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.

4) I will not participate in any PWC or boating activities sponsored by OCWS while my ability is impaired by alcohol, drugs, or otherwise.

5) OCWS will provide me with oral instructions concerning the operation of the PWC/boat or other watercraft that I am renting from OCWS. I will not participate in PWC or boating activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions. If I do not participate in such activity because I have not received these instructions or because I do not understand these instructions, I am entitled to a full refund of any fees that I paid toward the rental of the PWC/boat or other vessel.

6) PWC/boats and other jet-powered boats DO NOT HAVE BRAKES, and the operator must allow sufficient time and distance to stop the vessel. I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this concept. If I do not participate in such activity because I have not received these instructions or because I do not understand these instructions, I am entitled to a full refund of any fees that I paid toward the rental of the PWC/boat or other vessel.

7) PWC and other jet-powered boats DO NOT STEER OR TURN WITHOUT PROPULSION. I understand that I must apply throttle to steer and turn the PWC or jet-powered boat while traveling at speeds in excess of 6 knots. I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this concept. If I do not participate in such activity because I have not received these instructions or because I do not understand these instructions, I am entitled to a full refund of any fees that I paid toward the rental of the PWC or other vessel.

8) I will have the opportunity to inspect the PWC/boat or other watercraft that I am renting from OCWS before I board the vessel. I will not participate in any PWC or boating activities until I inspect the vessel and I am satisfied with its condition. By participating, I acknowledge that I have conducted this inspection. If I do not participate in such activity because I have not been given an opportunity to inspect the vessel or because I am not satisfied with the vessel's condition, I am entitled to a full refund of any fees that I paid toward the rental of the PWC/boat or other vessel.

9) I will not request, seek, or accept assistance from any person, including OCWS, in completing the 13 question test mandated by the Maryland Department of Natural Resources for every operator of a rental PWC. I understand that I must score at least 90% on this test before I am authorized to operate a rental PWC in the state of Maryland. By participating in the operation of a PWC, I acknowledge that I have successfully completed this test with at least 90% of the answers correct.

