

OC Watersports LLC. *Aka. OCEAN CITY WATERSPORTS LLC.*

308 N. 1st Street Ocean City, MD 21842 – 410-289-RUSH (7874) PERSONAL WATERCRAFT RELEASE AND

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I the undersigned, have requested and have been granted permission to enter the premises occupied by the business trading as OC Watersports LLC. or Ocean City Watersports LLC. (hereinafter referred to as "Ocean City Watersports," which includes the owner(s) and/or business) and/or to rent or operate a personal watercraft (hereinafter referred to as "PWC") and/or to participate in PWC or boating activities sponsored by Paradise Watersports, and in consideration of being permitted to, for any purpose: a) enter the premises occupied by Ocean City Watersports; 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 Ocean City Watersports, the owners and operators of the PWC and boating activities sponsored by Ocean City Watersports, the owners and licensors of the premises occupied by Paradise Watersports 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 Ocean City Watersports, and/or my participation in any activities sponsored by Ocean City Watersports. **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 Ocean City Watersports, 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 Ocean City Watersports, my operation of a PWC rented from or owned by Ocean City Watersports., and/or my participation in any activities sponsored by Ocean City Watersports.

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 rented from or owned by Ocean City Watersports., and/or while participating in any activities sponsored by Ocean City Watersports.

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) **FAILURE TO OBEY AND LISTEN TO OCEAN CITY WATERSPORTS'S MARYLAND CERTIFIED PWC GUIDES INSTRUCTION WILL RESULT IN A TERMINATION OF YOUR RENTAL WITHOUT A REFUND.** (Please listen and pay close attention to the certified guides on your trip. They want you to have fun, but more importantly want you to ride safe!)

3) My presence on the premises operated by Ocean City Watersports and/or my participation in the PWC or boating activities organized by Ocean City Watersports 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, Ocean City Watersports, and/or others.

4) 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.

5) I will NOT participate in any PWC or boating activities sponsored by Ocean City Watersports while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of Ocean City Watersports staff and or Maryland Natural Resources Police to be impaired by said substances I further agree that my rental will be terminated and no refund will be provided.

6) In the event of malfunction of breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any unusual problems to Ocean City Watersports. Continued use of the craft in any of these circumstances shall be entirely at my risk and I shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved into any accident.

7) Ocean City Watersports reserves the right to cancel any rental due to inclement weather or other unsafe circumstances. I acknowledge that this is entirely left to the discretion of the certified Maryland guides. If a ride is cancelled due to bad weather Ocean City Watersports reserves the right to either prorate a monetary return in place of time lost or may issue a voucher for a rental another time and or date.

8) Ocean City Watersports will provide me with oral instructions concerning the operation of the PWC or other watercraft that I am renting from Ocean City Watersports. 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.

9) When operating a PWC I the operator will allow sufficient time and distance to stop the vessel. I realize that riding a PWC is not like riding a car and I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this very important concept.

10) 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.

11) I will have the opportunity to inspect the PWC or other watercraft that I am renting from Ocean City Watersports 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.

12) I will not request, seek, or accept assistance from any person, including Ocean City Watersports, 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.

13) I acknowledge that Ocean City Watersports is not a manufacturer of the PWC/boat that I am renting and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the PWC/boat.

14) I agree that I will not allow any other person to operate the vessel that I am renting from Ocean City Watersports unless that person is a Ocean City Watersports employee or agent.

15) I agree to return the vessel that I have rented from Ocean City Watersports within the rental period that I negotiated. If I fail to return the vessel to Ocean City Watersports for any reason other than mechanical malfunction that is not caused by misuse of the vessel, I agree to pay an additional sum equal to the standard hourly rental rate (or fraction thereof) that exceeds the rental period that I negotiated.

