

OCEAN CITY WATERSPORTS

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

SCOOTER RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Renter's Name _____ Email Address _____
Home Address _____
Home Phone # (_____) _____ - _____ City _____ State _____ Zipcode _____
Cell Phone # (_____) _____ - _____ Hotel Name _____ Room # _____
DL State _____ DL # _____ Expiration _____ DOB _____

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 motor scooter (hereinafter referred to as "scooter") and/or to participate in scooter 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 scooter(s) and/or; c) participate in scooter or related 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 scooter activities sponsored by OCWS, the owners and licensors of the premises occupied by OCWS and their respective servants, agents, employees, sponsors and or advertisers, 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 scooter rented from or owned by OCWS, 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 scooter rented from or owned by OCWS, and/or while participating in any activities sponsored by OCWS.

I agree and understand that:

- 1) My participation in scooter riding or related activities, as with any watersport or other motorsport activity, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of a scooter. These dangers include, without limitations: collisions with other vehicles, fixed objects, persons, or objects on the roadway; exposure to the elements; mechanical breakdown; loss of control of the scooter; falling off the scooter; 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 scooter riding or related 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) Scooter riding or related 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 scooter riding or related 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 scooter riding or related 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 scooter or other related equipment that I am renting from OCWS. I will not participate in scooter riding or related 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 scooter or other equipment.
- 6) I will have the opportunity to inspect the scooter or other equipment that I am renting from OCWS before I take possession of the rental equipment. I will not participate in any scooter riding or related activities until I inspect the scooter and other equipment 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 scooter or because I am not satisfied with the scooter's condition, I am entitled to a full refund of any fees that I paid toward the rental of the scooter or related equipment.
- 7) I acknowledge that OCWS is not a manufacturer of the scooter or any other equipment 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 scooter or other equipment.
- 8) I agree that I will not allow any other person operate the scooter that I am renting from OCWS, unless that person is an OCWS employee or agent.
- 9) I agree to return the scooter that I have rented from OCWS within the rental period that I negotiated. If I fail to return the scooter to OCWS 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.
- 10) I understand that OCWS is not the only business offering scooter rentals in Ocean City, Maryland.

11) IT IS MY DUTY TO ASK OCWS TO FURTHER EXPLAIN AND MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT UNDERSTAND. I WILL NOT PARTICIPATE IN ANY SCOOTER RIDING OR RELATED ACTIVITY IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY OCWS.

12) I understand and give my permission for OCWS to record video, audio, and photographic images of me while on the premises occupied by OCWS or participating in any activity sponsored by OCWS. I understand and give permission for OCWS to use these recordings for any and all advertising purposes for OCWS without any monetary or other benefit to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns.

13) I understand that I am liable for all damages and costs incurred as a result of my negligence or accident where I am at fault or any other accident where no other parties are found to be at fault including but not limited to damages and lost rentals due to damage to any vessel. I agree to IMMEDIATELY REIMBURSE OCWS for these repairs and other costs.

14) I understand that OCWS has helmets(protective headgear) available at no additional charge for any and all passengers on the scooter including the driver. I understand that it is unlawful for myself or any passenger to ride on my scooter that I have rented from OCWS without wearing an approved helmet. It is my responsibility and my passenger's responsibility to use the helmet(protective headgear) properly for my own safety and the safety of my passenger. I take my safety in my own hands while operating a scooter rented from OCWS and understand that riding a scooter without a helmet may result in my scooter rental being terminated without any refund as well as a possible citation to myself and my passenger and the possibility of serious injury or death is significantly increased due to not wearing a helmet. I understand and agree that OCWS explained to me that I must wear a helmet at all times while on the scooter rented from OCWS and I fully understand that wearing a helmet(protective headgear) may save my life in the event of an accident or any other discharge from the scooter.

15) I acknowledge and represent to OCWS that I am at least 16 years old and have a valid driver's license and understand and agree that no one is permitted to drive the moped/scooter except for me, the Renter; I acknowledge that I have been advised to wear sunglasses or other protective eyewear while operating moped/scooter.

16) I understand and agree to operate the moped/scooter in the bus lanes or on the far right side of the streets of the Town of Ocean City only and understand and agree to obey all applicable state and local laws concerning the operation of a scooter/moped.

17) I understand and agree not to operate or ride the moped/scooter on the boardwalk or sidewalk at any time for any reason.

18) I understand and agree that I am responsible for caring for the moped/scooter at all times while it is in my actual or constructive possession and that I am responsible for reimbursing OCWS for any and all damage that occurs to the moped/scooter during the duration of my rental period while in my possession or not.

19) OCWS has provided me with a lock to secure the moped/scooter when not being driven to prevent scooter theft. I understand and agree that theft of the moped/scooter I am renting while during my rental period is my responsibility and if I fail to securely lock the moped/scooter to a secure and fixed object, I am responsible for paying OCWS for the moped/scooter. I will reimburse OCWS \$1395.00 plus tax for the model know as Yamati RX50 or \$1495.00 plus tax for the model known as the Yamati RX8.

20) I authorize OCWS, to process a pre-charge voucher in my name for any additional charges upon return of the moped/scooter, and for any parking ticket, towing, related expenses, and administrative fees.

21) I acknowledge that pregnant women may not ride the moped/scooter. I understand and agree to this rule and I am not pregnant. I agree not to operate the moped/scooter after consuming ANY alcoholic beverages, controlled dangerous substances and/or prescription drugs which may affect the operation of machinery or the Renter's reflexes, judgment or coordination. Renter warrants and represents to OCWS, that Renter is not under the influence of ANY alcoholic beverages, controlled dangerous substances or prescription drugs which may affect the operation of machinery of the Renter's reflexes, judgment or coordination at the time of entering into this agreement.

22) I understand and agree to operate moped/scooter in a careful and responsible manner at all times. I acknowledges that failure to operate moped/scooter carefully and in a responsible manner will result in the forfeiture of my deposit and may result in additional charges required to repair the scooter to the condition I rented it in. I acknowledge that the moped/scooter is being rented in good condition and that I have been given the opportunity to inspect the scooter and any and all damage to the scooter has been noted in writing on this contract.

23) I acknowledge, understand, and agree that the moped/scooter must be returned at or before the designated return time and that failure to comply with this will result in the Renter being charged for a full additional hour

I AGREE TO AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE AND UNDERSTAND THAT THIS AGREEMENT APPLIES TO MYSELF AND ANY AND ALL PASSENGERS LISTED BELOW. I AM GIVING CONSENT FOR ANY AND ALL PASSENGERS BELOW TO PARTICIPATE AS A PASSENGER ON THE SCOOTER THAT I AM RENTING FROM OCWS AT THE SAME TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PASSENGER(S) LISTED BELOW.

Print Name	Sign Here	Date
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Parent/Legal Guardian Name	Parent/Legal Guardian Sign Here	Date
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Passengers on my scooter for which I am the parent/legal guardian

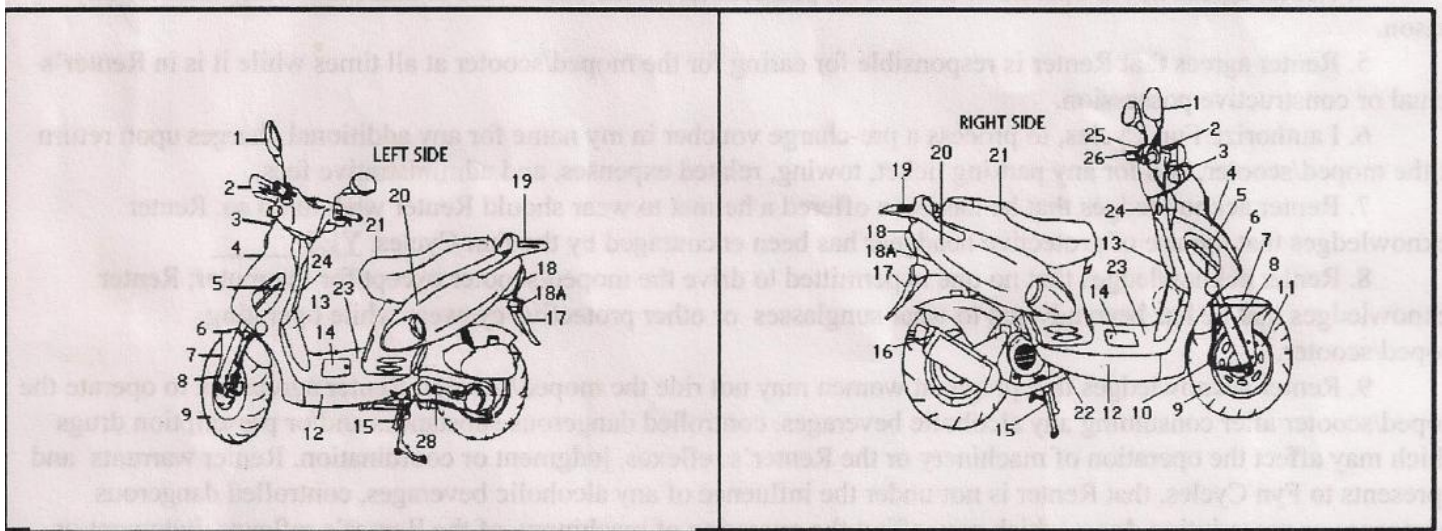
Start Time	_____ am/pm	Scooter # _____
Sch. Return	_____ am/pm	
Actual Return	_____ am/pm	

It has been explained to me, I acknowledge, understand, and agree to the following:

____ 1. It is unlawful for any person whether a driver or a passenger to ride a rental motor scooter in the Town of Ocean City, MD without wearing an approved helmet/safety headgear. All driver's and passenger's must wear a helmet at all times while on the scooter rented from OCWS. I understand that by riding the scooter without wearing a helmet, OCWS may terminate my rental early without any refund, I may receive a citation from the Police, and not wearing a helmet in a collision significantly increases my chance of serious injury or death. OCWS has provided me and any passenger on my scooter with a helmet at no additional charge.

____ 2. It is unlawful for any person whether a driver or a passenger to ride a rental motor scooter in the Town of Ocean City, MD without wearing shoes. All driver's and passenger's must wear shoes at all times while on the scooter rented from OCWS. I understand that by riding the scooter without wearing a shoes, OCWS may terminate my rental early without any refund, I may receive a citation from the Police, and not wearing shoes significantly increases my chance of serious injury or death.

1. Mirror L/R	\$25	9. F/RTire	\$40	17. Rear Fender	\$65	24. Ignition Switch	\$55
2. Handle Bar	\$30	10. Speedometer	\$35	18. Tail Light	\$55	25. Head Bezel	\$55
3. Head Light	\$75	11. Rim	\$90	18a. R Turn Signal	\$25	26. Brake Lever Ea	\$30
4. Front Cover	\$85	12. Side Panel	\$55	19. Rear Carrier	\$35	27. Keys	\$10
5. Ft. Turn Signal	\$25	13. Inner Cover	\$75	20. Side Cover	\$75	28. Kick Start	\$70
6. Under Cover	\$65	14. Battery	\$60	21. Seat	\$50	29. Lock'	\$50
7. Front Fender	\$50	15. Center Stand	\$45	22. Footrest	\$15	30. Helmet	\$65
8. Front Fork	\$195	16. Muffler	\$95	23. Floor	\$65	Front Decals	\$30
Side Decals per side	\$30	Windshield Decal	\$15				



I acknowledge, understand, and agree that I have carefully inspected the scooter before leaving OCWS's facility for any damage or defects and understand and agree that I will immediately pay for any damage or defect to the scooter when I return it to OCWS. This damage will be charged to the deposit and pre-charged voucher executed at the time of the rental. If the damage I have caused to the scooter goes above and beyond the amount of the deposit or pre-charged voucher that I left, I agree to immediately reimburse OCWS for the balance of the cost of the damage according to the above key. The above key is used for pre and post rental inspection during the term of responsibility, and release of liability agreement.

For any damage of the scooter, please mark the number of the part in the chart B-broken, S-scratch. I ACKNOWLEDGE, UNDERSTAND, AND AGREE TO THE TERMS & CONDITIONS ON ALL PAGES OF THIS AGREEMENT.

Signature of Renter _____

Date _____