

Ocean City Watersports LLC. Aka. Under The Bridge WATERSPORTS

312 Talbot Street Ocean City, MD 21842 – 410-289-FAST (3278)

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 Ocean City Watersports, LLC. (hereinafter referred to as "UTB 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 UTB Watersports, and in consideration of being permitted to, for any purpose: a) enter the premises occupied by UTB 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** UTB Watersports, the owners and operators of the PWC and boating activities sponsored by UTB Watersports, the owners and licensors of the premises occupied by UTB 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, 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 UTB Watersports, and/or my participation in any activities sponsored by UTB 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 UTB 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 UTB Watersports, my operation of a PWC rented from or owned by UTB Watersports, and/or my participation in any activities.
- 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 UTB Watersports, and/or while participating in any activities sponsored by UTBWatersports.

I AGREE AND UNDERSTAND THAT:

- 1) My participation in PWC or boating activities, 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 UTB WATERSPORTS'S CERTIFIED PWC GUIDES' INSTRUCTIONS WILL RESULT IN A TERMINATION OF THE RENTAL WITHOUT A REFUND.**
- 3) My presence on the premises operated by UTB Watersports and/or my participation in the PWC or boating activities organized by UTB 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, UTB 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 UTB Watersports while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of UTB Watersports staff and or Maryland Natural Resources Police to be impaired by said substances I further agree that my rental will be immediately terminated and no refund will be provided.
- 6) In the event of malfunction or breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any problems to UTB Watersports. Continued use of the craft shall be entirely at my risk and I shall then assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved in any accident.
- 7) UTB 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 UTB Watersports reserves the right to either prorate a monetary return in place of time lost or end the ride without any monetary compensation.
- 8) UTB Watersports will provide me with oral instructions concerning the operation of the PWC or other watercraft that I am renting from UTB 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. 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 these very important concepts.
- 10) I will have the opportunity to inspect the PWC or other watercraft that I am renting from UTB 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 thorough inspection and that I will be the sole operator of the vessel.
- 11) I will not request nor accept assistance from any person, including UTB Watersports, in completing the 13 question test mandated by the Maryland Department of Natural Resources for every operator of a rental PWC. By participating in the operation of a PWC, I acknowledge that I have successfully completed this test, scored at least 90%, and am authorized to operate the craft.
- 12) I acknowledge that UTB 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.
- 13) I agree to return the vessel that I have rented from UTB Watersports within the rental period that I negotiated. If I fail to return the vessel to UTB 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 that exceeds the rental period that I negotiated.
- 14) I understand that UTB Watersports is not the only business offering PWC/boat rentals in Ocean City, Maryland and my decision to rent from them is "MY" choice.
- 15) **IT IS MY DUTY TO ASK UTB WATERSPORTS TO FURTHER EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT UNDERSTAND BEFORE I START MY RENTAL. I WILL NOT PARTICIPATE IN ANY PWC OR BOATING ACTIVITY IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY UTB WATERSPORTS.**
- 16) I understand and give my permission for UTB Watersports to record video, audio, and photographic images of me while on the premises occupied by UTB Watersports or participating in any activity sponsored by UTB Watersports. I understand and give permission for UTB Watersports to use these recordings for any and all advertising purposes for UTB Watersports without any monetary or other benefit to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns.
- 17) I understand that I am liable for all damages and costs incurred as a result of my negligence including but not limited to damages and lost rentals due to damage to any vessel. I agree to IMMEDIATELY REIMBURSE UTB Watersports for these repairs and other costs. Most repair costs are calculated according to the repair table attached to this contract. Any damage that is not priced on the repair table is billed at actual cost to UTB Watersports plus actual installation/repair costs billed to UTB Watersports by repair facility. I understand that I am responsible for the PWC that I am renting as well as any PWC, boat, structure, or any other matter or property that I may come in contact with. If I am involved in any type of accident that damages the property of UTB Watersports I will pay them for their losses IMMEDIATELY!



Repair Table:

1. Hood	\$610
2. Windscreen	\$25
3. Key	\$55
4. Reverse Lever	\$30
5. Rear Rubrail	\$85
6. Corner Rubrail	\$15
7a. OPAS Paddle	\$45
7b. OPAS Ass.	\$100

Total Cost of PWS: \$9,400

8. Spnson	\$95
9. Decal	\$20
10. Side Rubrail	\$105
11. Front Rubrail	\$40
Fiberglass Damage	\$85 per sq inch
Sm Gelcoat Damage	\$20 per sq inch
Lg Gelcoat Damage	\$70 per sq inch

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

Street Address: _____

City: _____

State: _____ Zip Code: _____ Phone: _____ Email: _____

Print Name: _____ DOB: _____ Sign: _____ Date: _____

Passengers on my vessel for which I am the parent/legal guardian:
