

# Under the Bridge Watersports L.L.C. a.k.a. Under the Bridge Watersports

12913 Ocean Gateway, Ocean City, MD 21842 – 410.213.2FUN (2386)

## BOAT RENTAL 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 Under the Bridge Watersports, LLC (hereinafter referred to as "UTBWS," which includes the owner(s) and/or business) and/or to rent or operate a pontoon boat (hereinafter referred to as "boat") and/or to participate boating activities sponsored by UTBWS, and

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

A. RELEASE, REMISE, AND DISCHARGE UTBWS, the owners and operators of the boating activities sponsored by UTBWS, the owners and licensors of the premises occupied by UTBWS and their respective servants, agents, employees, and officers (hereinafter referred to as "releases"), 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 UTBWS, and/or my participation in any activities sponsored by UTBWS. 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 UTBWS, whether or not these injuries or damages were caused by the releases' 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 UTBWS, my operation of a boat rented from or owned by UTBWS, and/or my participation in any activities sponsored by UTBWS.

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 boat rented from or owned by UTBWS, and/or while participating in any activities sponsored by UTBWS. I agree and understand that:

1) My participation in boating activities, as with any water sport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of 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 UTBWS boating activities organized by UTBWS 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, UTBWS, and/or others.

3) 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 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 boating activities sponsored by UTBWS while my ability is impaired by alcohol, drugs, or otherwise.

5) UTBWS will provide me with oral instructions concerning the operation of the boat that I am renting from UTBWS. I will not participate in 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 boat or other vessel.

6) I will have the opportunity to inspect the boat that I am renting from UTBWS before I board the vessel. I will not participate in any 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 boat. I further agree that after services are rendered that I will not charge back services.

7) I acknowledge that UTBWS is not a manufacturer of the 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 boat.

8) I agree that I will not allow any other person operate the vessel that I am renting from UTBWS, unless that person is an UTBWS employee or agent.

9) I agree to return the vessel that I have rented from UTBWS within the rental period that I negotiated. If I fail to return the vessel to UTBWS 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) Early returns do not result in a refund including but not limited to inclement weather.

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

12) I understand and give my permission for UTBWS to record video, audio, and photographic images of me while on the premises occupied by UTBWS or participating in any activity sponsored by UTBWS whether on or off the premises occupied by UTBWS. I understand and give permission for UTBWS to use these recordings for any and all advertising purposes for UTBWS 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 including but not limited to damages and lost rentals due to damage to any vessel. I agree to IMMEDIATELY REIMBURSE UTBWS 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 UTBWS plus actual installation/repair costs billed to UTBWS by repair facility.

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 BOAT THAT I AM RENTING FROM UTBWS 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
------------	-----------	------

---

Parent/Legal Guardian Name	Parent/Legal Guardian Sign Here	Date
----------------------------	---------------------------------	------

---

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

