



SARASOTA JET SKI RENTALS, LLC.

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### **Passenger/ Minor Release Form**

There are significant elements of risk in any adventure, sport or activity associated with watercraft and the use of any equipment therewith.

#### **ACKNOWLEDGEMENT OF RISKS:**

I realize that there is an inherent danger in the use of any watercraft and that use of a craft in or upon the water may involve hazards including but not limited to changing water flow or currents, trees, branches, rocks and boulders, submerged and/or semi-submerged objects; that varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, equipment failure, and my sense of balance and inability to control the craft or follow orders can pose a dangerous risk to my safety; that certain risks associated with this activity including but not limited to collision, upset, overturn and sinking can result in getting wet, injured, exposed to the elements, and/or drowned; and that I may suffer accidents or illnesses in remote places where there are no available medical facilities. I realize that personal property may be lost or damaged, that certain foreseeable and unforeseeable events

#### **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:**

In recognition of the inherent risks of the activity in which I, or any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily, and I assume full responsibility for personal injury, accidents, or illness, including death. I assume all responsibility for damage to or loss of personal property as the result of any accident that may occur. I assume the risk(s) of personal injury; accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, drowning, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, and/or death; and acknowledge that if, during the activity, I/we experience fatigue, chill and/or dizziness my/our reaction time may be diminished and the risk of an accident, increase.

#### **COVENANT OF GOOD FAITH:**

I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities, or other problems, and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

**AUTHORIZATION:**

I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE:**

In consideration of services or property provided, I, for any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: its principals, directors, officers, agents, employees and volunteers and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claims for damage arising from any cause whatsoever. I, in my own behalf on Minor, hereby warrant assumption of responsibility and release of liability that I have read this acknowledgement of risks, in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this form releases Sarasota Jet Ski Rentals, LLC., from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury. I, in my behalf and on behalf of Minor, further acknowledge that I have signed this form of my own free will.

Signature of Parent or Legal Guardian\_\_\_\_\_

Date\_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Minor's DOB \_\_\_\_\_