

Name: _____

Address: _____

Phone: () _____ - _____

E-mail: _____

RENTAL CONTRACT

Voluntary waiver and release from liability and indemnity agreement

I _____, am aware that using a watercraft exposes me to certain hazards, including but not limited to death or injury, illness or medical emergency, including the risk of drowning; and damage to, loss or theft of equipment or other personal possessions; and injury to third persons and damage to their personal possessions, during use of the watercraft by me, including the transport. I hereby release, indemnify, and hold harmless Exotic Aquatics Ltd. and their associates from any and all liability, causes of action, claims, demands, costs or debts of any kind or nature, incurred or arising from or out of my or others' use of the watercraft, whether brought by me, my heirs, executors, or assigns, or by any third persons. I do further release and hold harmless Exotic Aquatics Ltd. or their authorized associate for any act or failure to act, whether negligent or otherwise, of it any members, employee, agent, or other representative of Exotic Aquatics Ltd. I have been oriented in the use of the watercraft, and the risks associated with their use. I assume the risks of the use and transportation of the watercraft to be used by me, and all of the hazards and dangerous conditions associated with its use and transport. This watercraft is for my own use and I will not allow others to use it. I have examined it and find it suitable for my purposes. I find the watercraft leased or rented to me to be free of defects, unless otherwise noted. I have fully informed myself of the contents of the liability and assumption of risk waiver, by reading it before I have signed the release document. I understand I am giving up substantial rights by signing this document and I do so voluntarily.

I agree to return the watercraft and accessories provided to me in the same condition as at the time of rental, normal wear and tear accepted. In the event that the equipment is lost, damaged, or destroyed reasonable costs and charges will be imposed.

I affirm that I am eighteen (18) years of age or older: if not then before accepting release of any watercraft by Exotic Aquatics Ltd in accordance with the above terms, I will provide a cosigned waiver by my parent or legal guardian.

This document acknowledges permission for my child _____ as a multi-user liability release and rental form of watercraft rentals during the summer June 15-September15, 2002.

Parent / Guardian

Date

