



**DISCLAIMER | WAIVER | RELEASE | INDEMNIFICATION
OF LIABILITY AGREEMENT**

There are many risks and dangers associated with boating and activities around and in the water. There are risks of collisions, falls, injuries to spine, arms and legs, pinching, drowning, and death that can arise from the negligence of others, your own negligence, weather conditions, acts of God, water conditions and your own experience and abilities. For your own safety and the safety of your friends and family who may be participating in your rental activity it is important that you understand the risks and explain and manage them to every member of your party

WAIVER AND RELEASE OF LIABILITY AGREEMENT – FLORIDA DISCLAIMER

This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of vessel and equipment provided by Gwinn's Boat Rentals LLC. *(For purposes of this Waiver and Release, the term "Gwinn's Boat Rentals LLC" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Gwinn's Boat Rentals LLC). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Gwinn's Boat Rentals LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Gwinn's Boat Rentals LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Gwinn's Boat Rentals LLC.

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ACKNOWLEDGEMENT OF RISKS

The undersigned hereby acknowledges the risks of participating in watersport activities including but not limited to the following: 1) **Changing weather, wind, lightning, motion sickness**, hanging water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the Vessel, other vessels, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms, including, but not limited to sharks and/or sting rays; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death. **Risks can be reduced or influenced by operator's condition, experience, tiredness, coordination, balance, disability, alcohol or drug impairment, focus and group size. If an operator at any time feels that conditions of the environment have become a hazard to the safe operation, they will return to port immediately.**

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EXPRESS ASSUMPTION OF RISK:

The undersign hereby agrees that he/she is renting, operating, or using the vessel and/or equipment provided by Gwinn's Boat Rentals, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any result and expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Gwinn's Boat Rentals LLC.

I/We agree to assume responsibility for all risks including those listed and others not identified. My participation in the activity is voluntary. All participants in my party have been made aware of the risks and I will be responsible for them. I am not impaired by alcohol or drugs and I do not have any disability or condition that may impair my safe operation of the Vessel. We elect to participate in the rental use in spite of the risks and potential dangers of operation on and around the water. I/We understand that at the total discretion of Gwinn's Boat Rental, LLC., this rental Agreement can be terminated when and if there is a question as to the competency or condition of the operator or when weather conditions prevent the safe operation of the Vessel. I/We understand that any film, video, photo or image of me/us while operating the rental Vessel may be used for promotional, social media, or evidentiary purposes.

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WAIVER/RELEASE OF LIABILITY:

By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Gwinn's Boat Rentals LLC., including all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Gwinn's Boat Rentals LLC from any and all liability of any nature for any and all injury, deaths, or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Gwinn's Boat Rentals LLC regardless of the cause. The undersigned assumes full responsibility for any such injuries, deaths, or damages, which may occur, and further agrees that Gwinn's Boat Rentals LLC shall not be liable for any loss or theft of personal property.

The undersigned specifically agrees that Gwinn's Boat Rentals LLC shall not be responsible for such injuries, deaths, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY GWINN'S BOAT RENTALS LLC, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or willful and intentional torts by Gwinn's Boat Rentals LLC.

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LIABILITY TO THIRD PARTIES:

The undersigned hereby agrees that he/she will indemnify and hold harmless Gwinn's Boat Rentals LLC for all personal injuries, death, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other Vessel and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment and vessel provided by Gwinn's Boat Rentals LLC, even if such damages arise out of the negligence or fault of Gwinn's Boat Rentals LLC.

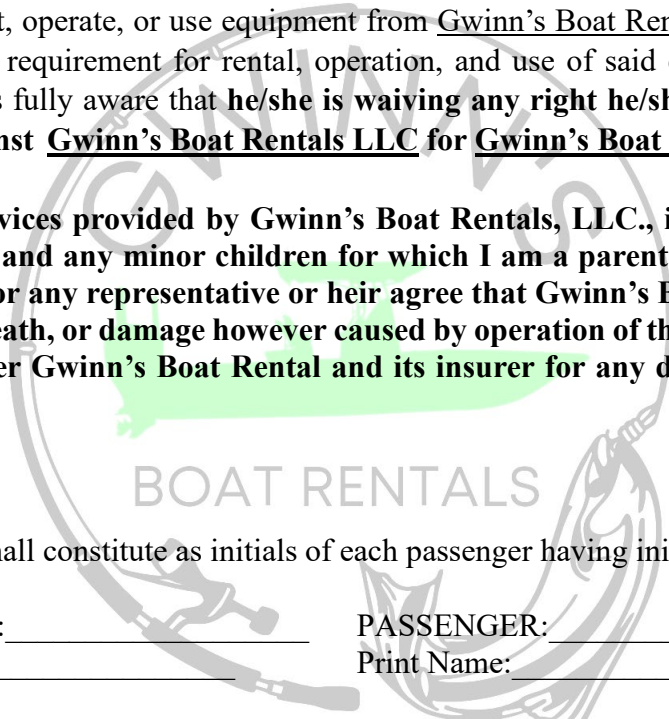
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ACKNOWLEDGEMENT OF WAIVER AND RELEASE:

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Gwinn's Boat Rentals LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Gwinn's Boat Rentals LLC for Gwinn's Boat Rentals LLC's negligence.**

In consideration for the services provided by Gwinn's Boat Rentals, LLC., in the rental of a Vessel and equipment, I/We for myself and any minor children for which I am a parent or guardian and any guests that I may be entertaining, or any representative or heir agree that Gwinn's Boat Rental, LLC, shall have no liability for any injury, death, or damage however caused by operation of the Vessel or Equipment. I/We release and discharge forever Gwinn's Boat Rental and its insurer for any damages or injuries however caused.

Initial: _____



Signatures of Passengers shall constitute as initials of each passenger having initialed the above provisions.

LESSOR/RENTER: _____
Print Name: _____

PASSENGER: _____
Print Name: _____

PASSENGER: _____
Print Name: _____

PASSENGER: _____
Print Name: _____

PASSENGER: _____
Print Name: _____

PASSENGER: _____
Print Name: _____