

## SUPPLEMENTAL WAIVER AND RELEASE OF LIABILITY AGREEMENT

**Renter:**

**Contract No.**

**Rental Date:**

**DISCLAIMER** — This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users (the "Users") of Equipment provided by **B & B Skiff Rentals** (the "Company"). For purposes of this Waiver and Release, the term "Company" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of B & B Skiff Rentals. 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 is inconsistent with this Release. The Users agree that he/she/they is/are also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Company all potential operators, passengers, and users of said rental Equipment. Renter further agrees that in the event that he/she fail to notify Company 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 Company**.

**ACKNOWLEDGEMENT OF RISKS** - The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the boat and/or its propeller, other boats, and manmade or natural objects on, at, or below surface of water; 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, marine life, or mammal forms 5) Equipment failure or operator error; 6) User's 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 and that these risks may result in injury, illness or death. The undersigned further acknowledges that this list of risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

**EXPRESS ASSUMPTION OF RISK** - The undersigned hereby agree that he/she/they are renting, operating or using the Equipment provided by Company at his/her/their own risk. The undersigned agrees that he/she/they are 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 resultant 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 risk, injury, illness, damage or loss arise out of the negligence or fault of Company**.

**WAIVER/RELEASE OF LIABILITY** - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Company from any and all liability of any nature for any and all injury 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 Company, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Company shall not be responsible for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY COMPANY**, 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 intentional torts by Company

**LIABILITY TO THIRD PARTIES** - The undersigned hereby agrees that he/she/they will indemnify and hold harmless Company for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boat's 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 provided by Company, **even if such damages arise out of the negligence or fault of Company**.

**ACKNOWLEDGEMENT OF WAIVER AND RELEASE** - The undersigned states that he/she/they has/have 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/they has/have carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her/their own free act. The undersigned warrants that he/she/they is/are aware that he/she/they may rent, operate, or use Equipment from another rental facility, but has/have chosen to rent, operate, or use Equipment from Company 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/they is/are fully aware that **he/she/they is/are waiving any right he/she/they may have to bring a legal action to assert a claim against Company for Company's negligence**.

Renter			DATE
Additional Operators or Passengers	1)		2)
3)	4)		5)
6)	7)		8)