

**INDEMNITY, WAIVER AND RELEASE OF LIABILITY AGREEMENT – California**

**I. DISCLAIMER**

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Ride It Out Jet Ski Rentals- LLC. **\*(FOR PURPOSES OF THIS WAIVER AND RELEASE, THE TERM “RIDE IT OUT JET SKI RENTALS-LLC” INCLUDES ALL EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ASSIGNS, SUCCESSORS, INSURERS AND SUBSIDIARIES OF RIDE IT OUT JET SKI 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 and users of said rental equipment. Renter agrees that he/she will disclose to Ride It Out Jet Ski 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 Ride It Out Jet Ski 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 RIDE IT OUT JET SKI RENTALS-LLC**. Initials: \_\_\_\_\_

**II. EXPRESS ASSUMPTION OF RISK**

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Ride It Out Jet Ski 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, and assumes all risk of injury, illness, damage or loss that might result, **EVEN IF THE RISKS ARISE OUT OF THE NEGLIGENCE OR FAULT OF RIDE IT OUT JET SKI RENTALS-LLC**. Initials: \_\_\_\_\_

**III. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned agrees that Ride It Out Jet Ski Rentals- LLC shall not be liable for any damages 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 Ride It Out Jet Ski Rentals- LLC. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Ride It Out Jet Ski Rentals- LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **RIDE IT OUT JET SKI RENTALS-LLC SHALL NOT BE RESPONSIBLE FOR SUCH INJURIES, DAMAGES, LOSS OR THEFT, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY RIDE IT OUT JET SKI RENTALS-LLC**, whether such negligence is present at the signing of this Release or takes place in the future. Initials: \_\_\_\_\_

**IV. LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees that he/she will indemnify and hold harmless Ride It Out Jet Ski Rentals- LLC 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 watercraft 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 Ride It Out Jet Ski Rentals- LLC, **EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RIDE IT OUT JET SKI RENTALS-LLC**. Initials: \_\_\_\_\_

**V. ACKNOWLEDGMENT 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 Ride It Out Jet Ski 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 RIDE IT OUT JET SKI RENTALS-LLC FOR RIDE IT OUT JET SKI RENTALS-LLC NEGLIGENCE**. Initials: \_\_\_\_\_

**VI. INDEMNITY AGREEMENT**

**THE UNDERSIGNED AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND RIDE IT OUT JET SKI RENTAL IN ANY MATTER AND FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF AND/OR RELATING TO THE RENTAL, OPERATION AND USE OF ALL EQUIPMENT PROVIDED BY Ride It Out Jet Ski Rentals-LLC INCLUDING BY NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL ACT OR OMISSION OF Ride It Out Jet Ski Rentals- LLC.**

Qualified to Participate. Renter agrees, acknowledges and represents that he/she is a good swimmer, is qualified, in good health, in proper physical condition to participate in this activity or in any activity arising from renting the Water Craft.

Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the Craft, and will use the Craft in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Company, and any applicable laws or regulations

Prohibited Activities. The Company reserves the right to cancel this rental agreement immediately if Renter engages in any prohibited activity. Renter shall not violate any of the following rules and regulations during his/her operation of the Craft:

- There are **no additional passengers or additional drivers** permitted on the Craft unless expressly permitted by the company in writing prior to use.
- CAUSING WAKE IN THE MARINA WILL LEAD TO VIOLATION FROM THE CITY. YOU ARE RESPONSIBLE FOR YOUR TICKET, ALL INFORMATION THAT IS NEED FOR THE CRAFT WILL BE UNDER THE SEAT.
- Leaving the designated rental area
- **Operating less than 300 ft from other water crafts or people or devices.**
- Weaving through congested traffic
- NO ROLLING OR SUBMERGING CRAFT
- There is **no smoking** while on the Craft.
- Never operate the craft after OR while consuming **alcoholic beverages** or taking drugs. The Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter.
- There are **no pets** permitted on the Craft.
- There is **no fishing** permitted from the Craft, and **no swimming** permitted for Renter during use of the Craft.

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT  
Notice — By signing this document you may be waiving certain legal rights, including the right to sue.**

In consideration of being allowed to use the facilities, vessels, and participate in operating personal watercraft and other activities (collectively the "Activities") provided by Ride It Out Jet Ski Rentals- LLC (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1) TO WAIVE ALL CLAIMS that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training. As used herein, the term "Equipment" shall include, but not be limited to, personal watercraft;

2) TO ASSUME ALL RISKS of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3) TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

4) TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

#### Photography/Video Release

Participant hereby grants to the Host, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

#### Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment, facilities, and vessels before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding

**I HAVE READ AND UNDERSTAND THE AGREEMENT AND I AM AWARE THAT BY SIGNING AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

In signing below, I certify that I am at least 21 yrs of age for a jet ski rental, that I have fully read and understand all of the terms, conditions and rules set forth above, and agree to all terms without reservation. I am voluntarily making this release and waiver of any liability for myself or a participant for whom I am legally responsible.

In signing below, I also acknowledge and fully understand the form titled “**Safety Instructions & Regulations**”. I acknowledge that I understand the safety instructions for personal watercraft operation as well as my financial obligations for responsible watercraft rental for myself or a participant for whom I am legally responsible.

_____	_____	_____
RENTER	ADDRESS	DATE / TIME
_____	_____	_____
OPERATOR/PASSENGER	OPERATOR/PASSENGER	OPERATOR/PASSENGER

## **JET SKI-SAFETY INSTRUCTIONS & REGULATIONS**

- 1. Operators and passengers must wear personal flotation devices at all times.**
2. NEVER OPERATE THE WATERCRAFT WHILE OR AFTER CONSUMING ALCOHOL OR TAKING DRUGS. OPERATING A WATERCRAFT UNDER THE INFLUENCE IS A FEDERAL OFFENSE SUBJECT TO FINES AS HIGH AS \$5,000.00.
3. Stay away from designated swim areas and other hazards marked by orange & white buoys. Always watch for swimmers or divers.
4. Keep to the right when exiting the Marina until you are in open waters.
5. Maintain proper lookout at all times by sight & hearing to avoid collision.
6. Always be aware of the traffic around you. Sailboats, commercial vessels & all other boats have the right of way. You must keep out of their way at all times and avoid crossing ahead of the other vessel. Take early and substantial action to keep well clear. You can change course, slow down or stop if necessary to avoid collision. Pass at a safe distance. If a head on situation is arising, unless otherwise agreed, each shall alter course to starboard (right) and pass on the port (left) side of the other.
7. Wake jumping is very dangerous and is prohibited.
8. Follow local regulations regarding speed limits, whether posted or not. The Geneva Marina is a NO WAKE ZONE. YOU ARE RESPONSIBLE FOR ANY AND ALL DAMAGES/OR FINES THAT ARE A RESULT OF YOUR WAKE!
9. We have equipped all of our Jet-Skis with IBR-Intelligent Brake & Reverse Systems, with your safety in mind. You will still have to allow yourself time & distance to slow down or stop.
10. You must use the throttle to turn. The jet thrust is what makes you turn.

11. Jet-Ski's are in motion at all times, there is no neutral position.
12. Watch for low water, you can damage the jet pump & impeller of a Jet-Ski and the fins of SUP's.
13. Driver should always attach the engine stop switch to their Life Vest so that the engine stops if the driver falls off.
14. Do not put hands, feet or clothing near the jet intake on the bottom of the Jet-Ski while the engine is running.
15. To turn the Jet-Ski to its upright position, you must rotate it CLOCKWISE by body weight bearing on the right side and grabbing the intake grate to the complete the clockwise rotation. The Jet-Ski will be severely damaged if you do not turn it over in a clockwise rotation.
16. If you fall off, board from the rear of the Jet-Ski. Use the rear grab handle to pull your knees to the platform. Then pull yourself forward using handlebar to maintain balance. Passengers should climb on in the same way after the driver is on board. Reconnect safety switch & restart engine.
17. ABSOLUTELY NO BEACHING OF THE WATERCRAFT IS ALLOWED
18. You must stay away at least 300 ft. from all other Jet-Skies or Watercraft!
19. DO NOT BECOME AIRBORNE

## **SAFETY INSTRUCTIONS & REGULATIONS**

### **1. Operator and passengers must wear personal flotation devices at all times.**

2. Keep keys attached to arm at all times.
3. NEVER OPERATE THE WATERCRAFT WHILE OR AFTER CONSUMING ALCOHOL OR TAKING DRUGS. OPERATING A WATERCRAFT UNDER THE INFLUENCE IS A FEDERAL OFFENSE SUBJECT TO FINES AS HIGH AS \$5,000.00.
4. Always be aware of the traffic around you.
5. BEACHING OF THE WATERCRAFT IS ALLOWED if you stay with the guidelines that are provided. Start the craft at waist deep water.
6. You must stay a safe distance from all dangers.
7. Be aware of changing weather conditions. If conditions change on the water and you feel unstable, get on your knees and knee paddle or prone paddle until you are back to calm waters.

## **SUP-SAFETY INSTRUCTIONS & REGULATIONS**

### **1. Operator and passengers must wear personal flotation devices at all times.**

2. Keep keys attached to your body at all times.
3. NEVER OPERATE THE WATERCRAFT WHILE OR AFTER CONSUMING ALCOHOL OR TAKING DRUGS. OPERATING A WATERCRAFT UNDER THE INFLUENCE IS A FEDERAL OFFENSE SUBJECT TO FINES AS HIGH AS \$5,000.00.

4. Always be aware of the traffic around you.

5. When "BEACHING Craft" make sure that the craft is off. When you starting the craft wait until that you are waist deep. Fail to do so you will be held to pay for craft damages.

6. Be aware of changing weather conditions. If conditions change on the water and you feel unstable, get on your knees and knee paddle or prone paddle until you are back to calm waters.

I HAVE READ AND UNDERSTAND THE AGREEMENT AND I AM AWARE THAT BY SIGNING AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

In signing below, I certify that I am at least 21 yrs of age for a jet ski rental and 18 yrs of age for a kayak or paddle board rental, that I have fully read and understand all of the terms, conditions and rules set forth above, and agree to all terms without reservation. I am voluntarily making this release and waiver of any liability for myself or a participant for whom I am legally responsible. In signing below, I also acknowledge and fully understand the form titled "**Safety Instructions & Regulations**". I acknowledge that I understand the safety instructions for personal watercraft operation as well as my financial obligations for responsible watercraft rental for myself or a participant for whom I am legally responsible.

**RENTER/DRIVER**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

**RENTER/PASSENGER OVER 18**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

**NAME OF PASSENGERS UNDER 18 YEARS OF AGE FOR WHOM I LEGALLY RESPONSIBLE FOR:**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Age*

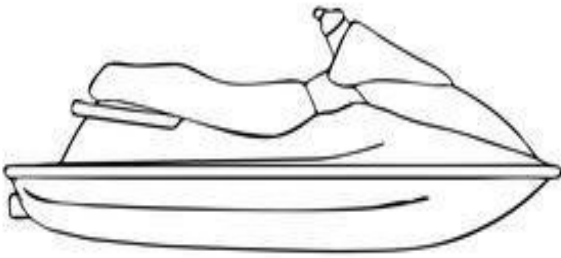
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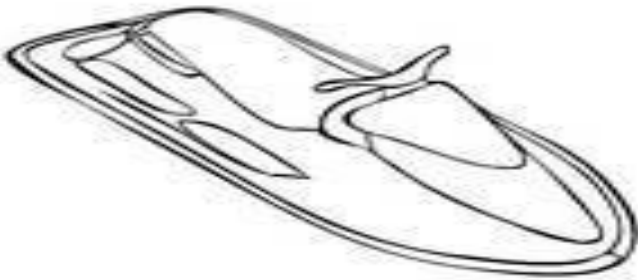
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Discrepancy sheet for the Sea Doo Trix 2019:



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