

**Release, Waiver of Liability, Assumption of Risk, and Indemnity
Agreement Regarding Watercraft Rental and Use**

This Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement (“*Release*”) is given as of the date appearing below from the undersigned Customer in favor of and to ***Sea Jay Powersports LLC***, a South Carolina limited liability company (hereinafter referred to as “*Sea Jay Powersports*”).

For and in consideration of the rental agreement by and between Sea Jay Powersports and Customer for the rental of one or more boats, jet skis, and/or other watercraft (the “*Watercraft*”) to Customer, Customer and Guardian (***if applicable***) (hereinafter, the Customer and Guardian are jointly and severally referred to as “*Customer*”), hereby releases, waives and discharges Sea Jay Powersports, its officers and members, promoters, sponsors, advertisers, owners and lessees of the premises (hereinafter referred to as “*Releasees*”), from all liability to the Customer, his/her spouse, legal representatives, heirs and assigns, for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to Customer’s person or property, even injury resulting in death of Customer, whether caused by the negligence of Releasees or otherwise, which results from, or is related to, Customer’s rental and use of the *Watercraft*.

Customer hereby acknowledges that water sports activities, including but not limited to operation of the *Watercraft* whether as a driver, passenger, spectator, or otherwise (collectively, “*Water Sports Activities*”) are *very dangerous and involve the risk of property damage, serious injury, or even death.* By signing this Release, Customer represents to Sea Jay Powersports that he or she is in good health and has no known health issues that may put Customer or others at additional risk of injury or other harm. Customer hereby agrees that this Release extends to all acts of negligence by the Releasees, including, but not limited to, negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the state of South Carolina, and that if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Customer agrees to indemnify and forever hold harmless the Releasees for any loss, liability, damage or cost they may incur, including attorney’s fees, which is related to the Customer’s use of the *Watercraft* and/or participation in the *Water Sports Activities*, whether caused by the negligence of the Customer or otherwise.

Customer hereby assumes full responsibility for the risk of bodily injury, death, property damage or otherwise while participating in any *Water Sports Activities* and while participating in, preparing for, observing, or any other purpose regarding, the *Water Sports Activities*.

Sea Jay Powersports – Watercraft Rules

****Violation of these rules may result in immediate termination of the rental
WITHOUT any refund****

- Customers may not participate in ANY Water Sports Activities while under the influence of alcohol or any drug, whether legal or illegal.
- Customer is responsible for the safety of all parties utilizing the Watercraft and Sea Jay Watersports is not liable for any accidents that may occur, whether such accidents are the fault of Customer or any other individual.
- All Customers must adhere to all local laws and regulations and must promptly obey any instructions or other guidance of any employees of Sea Jay Powersports.
- Customers must always operate Watercraft in a safe and controlled manner.
- Customers must return the Watercraft immediately in case of imminent weather or other dangerous conditions.
- Only Customer or Sea Jay Powersports employees may operate the Watercraft during the rental period.
- Customers must maintain at least thirty (30) feet between themselves and other watercraft, swimmers, and structures while Watercraft is in motion.
- Customers MUST NOT use cell phones or other devices while the Watercraft is in motion.
- Only Customers over the age of twenty-one (21) AND with a valid driver's license may operate Watercraft.
- No person under the age of twenty-one (21) may operate the Watercraft under any circumstances.
- All persons must always wear lifejackets while using the Watercraft, even when the Watercraft is not in motion.
- Customer may not operate the Watercraft in a reckless fashion, including but not limited to speeding, stunts, bumping, cutting in front of other watercraft, creating excessive wake in "No Wake Zones" or in a manner that is unsafe or unruly, or any other reckless behavior.
- Customer may not operate the Watercraft in a fashion that is too fast for conditions, visibility, or personal experience. Customer is aware of and must be alert for the possibility of hidden dangers when operating the Watercraft.

- If a Sea Jay Powersports employee determines that any Customer or other person utilizing on the Watercraft has violated these Rules, Customer must immediately return the Watercraft and all Sea Jay Powersports property to Sea Jay Powersports and will forfeit the rest of Customer's rental session.
- By signing below, Customer agrees to pay for all damages which occur from the time the Watercraft leaves the care of Sea Jay Powersports until the Watercraft is returned, including but not limited to damages to the Watercraft, Sea Jay Powersports property, all equipment, other persons, and any other damage which may occur during this period. Customer is responsible for a minimum \$750 damage fee if any damage occurs to the Watercraft or any other property of Sea Jay Powersports. Customer is responsible for the full cost incurred to repair such damage, even if such costs exceed the \$750 minimum damage fee. Any damages must be paid for in full immediately unless other arrangements are made ***in writing*** with Sea Jay Powersports' management.
- BY SIGNING THIS DOCUMENT CUSTOMER AGREES THAT THEY WILL NOT DISPUTE ANY CREDIT CARD CHARGES.

Please fill out Customer Information and sign on the next page.

