

LAGOON PONTOON RENTALS, INC LIABILITY WAIVER

I. DISCLAIMER

This form is a Waiver, also known as a Release of Liability and Assumption of Risk Agreement (hereinafter the “Liability Agreement”) is applicable to all renters, operators, passengers, and any other users of pontoon boats and boating equipment not to exclude all accessories provided (hereinafter collectively the “Watercraft”) provided by Lagoon Pontoon Rentals INC, a Florida Corporation (hereinafter “Lagoon Pontoon Rentals”) as well as any other affiliated entities or individuals there under. For purposes of this Rental Agreement, the term “Lagoon Pontoon Rentals” shall include all member/s, manager/s, officer/s, employee/s, agent/s, representative/s, assign/s, successor/s, insurer/s and subsidiaries of Lagoon Pontoon Rentals. Renter agrees that you are also signing this Rental Agreement on behalf of any minor children for whom you are the parent, guardian, or whom you are otherwise responsible for the care, custody or control. Renter agrees that you will disclose to Lagoon Pontoon Rentals all potential renters, operators, passengers and users of the Watercraft. Renter further agrees that in the event you fail to notify Lagoon Pontoon Rentals of all potential renters, operators, passengers or users of such Watercraft, you will be personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the gross negligence of Lagoon Pontoon Rentals.

Initial Acceptance _____

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE RENTAL, OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY, DEATH, DROWNING AND/OR PROPERTY LOSS NOT TO EXCLUDE DAMAGE. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN SUCH ACTIVITIES. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT INCLUDING THOSE ACTIVITIES I FEEL UNCOMFORTABLE WITH OR WHICH I DETERMINE CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF Lagoon Pontoon Rentals, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION AND USE OF THE WATERCRAFT.

Initial Acceptance _____

III. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS Lagoon Pontoon Rentals FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATION/S OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF LAGOON PONTOON RENTALS OR OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF LAGOON PONTOON RENTALS TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN ME ON THE OPERATION OF THE WATERCRAFT. AS PART OF THE CONSIDERATION FOR USING THE WATERCRAFT, I PROMISE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST LAGOON PONTOON RENTALS FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL, OPERATION AND USAGE OF THE WATERCRAFT. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE LAGOON PONTOON RENTALS FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

Initial Acceptance _____

IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS LAGOON PONTOON RENTALS FOR ALL PERSONAL INJURIES, DEATHS, PROPERTY LOSS OR DAMAGE, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT, SWIMMERS AND MINOR CHILDREN UNDER MY CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO MY RENTAL, OPERATION, OR USE OF WATERCRAFT PROVIDED BY LAGOON PONTOON RENTALS, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF LAGOON PONTOON RENTALS.

I expressly agree that LAGOON PONTOON RENTALS shall not be liable for any loss or damage to any personal property left, stored or transported by me in or upon the Watercraft.

Initial Acceptance _____

V. WARNINGS...

In consideration of the use of the pontoon boat equipment and the property, facilities and/or services of Lagoon Pontoon Rentals Inc, the undersigned Renter acknowledges the following warning.

WARNING: There are significant elements of risk in any adventure sport or activity on the water or associated with the use or presence of water craft, including but not limited to pontoon boats and their related equipment. These risks are inherent in boating and may be present even if the pontoon boat equipment is used properly and even in still water.

The Renter understands and acknowledges that the operation of the pontoon boat equipment involves risks such as, but not limited to, the following:

- (a) changing water flow, conditions or currents;
- (b) collision with other participants, any portion of the interior of the craft, other watercraft, man made or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders;
- (c) cold weather and heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, sun stroke, and dehydration;
- (d) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals;
- (e) sense of balance, physical coordination, ability to swim, and/or ability to follow directions;
- (f) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning;
- (g) injury while getting in and out of the craft;
- (h) travel, including hiking, portaging and travel to and from the related and unrelated activities;
- (i) the presence of wild animals, including marine life forms;
- (j) unavailability of emergency aid services and emergency medical care. The listing of these risks is not intended, and shall not be construed as, all of the possible risks associated with the use of the pontoon boat equipment.

VI. Assumption of Risk.

Based upon the warnings above and Renter's acknowledgement of the inherent risks of using and operating a pontoon boat and the pontoon boat equipment, and that some or all of those risks may be unavoidable even with reasonable care in the use and operation of the pontoon boat and pontoon boat's equipment. By executing this agreement Renter expressly assumes all risks that arise from the use and operation of the pontoon boat or pontoon boat equipment, including the risk of property damage, bodily injury and possibly death, including the acts of others, the unavailability of emergency care and any other foreseeable or unforeseeable factors and/or circumstances related to the use of the pontoon boat and pontoon boat equipment.

To explicitly acknowledge the Renter's assumption of risk, Renter shall place their initials here: _____ (Renter must initial).

VII. Waiver and Release of Liability.

The undersigned Renter, based upon the warnings and understanding of risks, and predicated in part upon the acknowledgements and assumption of risks described above, does hereby waive, release and discharge Lagoon Pontoon Rentals Inc., its officers, agents, employees, successors, affiliates and assigns, not to exclude Gulfport Municipal Marina from any and all claims or liability arising from the use or operation of the

pontoon boat and/or the pontoon boat equipment, or use of the Lagoon Pontoon Rentals Inc property, facilities, services or activities organized or sponsored by Lagoon Pontoon Rentals Inc. and agrees that it shall not sue them on account or in connection with any claims, causes of action, injuries, damage, cost of expenses arising therefrom, whether arising from the negligence or strict liability, and regardless of the participation of an other third party in the causation of any such injuries, damages, or liability, but excluding claims which arise from gross negligence or willful misconduct on the part of Lagoon Pontoon Rentals Inc. Renter acknowledges that this wavier and release includes the waiver of future, unknown claims.

To explicitly acknowledge the Renter’s waiver and release of liability, Renter shall place their initials here: _____ (Renter must initial).

viii. Indemnity.

The undersigned Renter agrees to indemnify and defend, Lagoon Pontoon Rentals Inc from any and all claims made by or for the Renter, or any other third party, arising out of the use or operation of the pontoon boat or pontoon boat equipment and that Renter shall hold Lagoon Pontoon Rentals Inc and its officers, employees and agents (each, an “Indemnitee”) and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned Renters use or operation of the pontoon boat and pontoon boat equipment, which include but are not limited to damages to or destruction of any property of an Indemnitee, of any

others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of Lagoon Pontoon Rentals Inc. The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, willfully, or otherwise.

To explicitly acknowledge the Renter’s agreement of indemnity, Renter shall place their initials here: _____ (Renter must initial).

In Witness Whereof, the undersigned Renter has read, understands and agrees to be legally bound to this Agreement effectively Waiving THEIR rights and Releasing of Liability to Lagoon Pontoon Rentals INC, FURTHER realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities, does so freely and voluntarily, and does so for himself or herself and his or her heirs, not to exclude the guests I personally allow aboard said vessel, assigns and legal representatives.

The Renter is:

(print full name)

Street Address:

State, Zip Code:

Phone #:

Cell Phone #:

Email Address:

Driver's License Number:

Date of Birth: _____ Weight: _____ (lbs)

Renter's Guest Itinerary:

2. Full Name: _____	DOB: _____	Weight: _____ (lbs)
3. Full Name: _____	DOB: _____	Weight: _____ (lbs)
4. Full Name: _____	DOB: _____	Weight: _____ (lbs)
5. Full Name: _____	DOB: _____	Weight: _____ (lbs)
6. Full Name: _____	DOB: _____	Weight: _____ (lbs)
7. Full Name: _____	DOB: _____	Weight: _____ (lbs)
8. Full Name: _____	DOB: _____	Weight: _____ (lbs)
9. Full Name: _____	DOB: _____	Weight: _____ (lbs)
10. Full Name: _____	DOB: _____	Weight: _____ (lbs)
11. Full Name: _____	DOB: _____	Weight: _____ (lbs)
12. Full Name: _____	DOB: _____	Weight: _____ (lbs)
13. Full Name: _____	DOB: _____	Weight: _____ (lbs)
14. Full Name: _____	DOB: _____	Weight: _____ (lbs)
15. Full Name: _____	DOB: _____	Weight: _____ (lbs)

Renter's Signature:

Date: _____

Lagoon Pontoon Rentals Inc Staff: _____ (print full name)

Staff Signature:

Date: _____