



## WAIVER AND RELEASE OF LIABILITY AGREEMENT

- I. **DISCLAIMER** – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Buckeye Boat Rental, LLC (for purposes of this Waiver and Release, the term “Buckeye Boat Rental, LLC” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Buckeye Boat Rental, 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 is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of the undersigned minor child(ren). Renter agrees that he/she will disclose to Buckeye Boat Rental, LLC, all potential operators, passengers, or uses 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 Buckeye Boat Rental, LLC.
  
- II. **ACKNOWLEDGEMENT OF RISKS** – The undersigned hereby acknowledges that some, but not all of the risks participating in watersport activities include: Changing water flow, currents, wave action and ship wakes; Collisions with any of the following: disembarkment from the dock or boat, embankment of land, Other participants (on board); Other boats; Manmade and Natural Objects; Collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, drowning, and/or the possibility of death: Attack by or encounter with insects and marina life forms; Equipment failure or operator error; Sense of balance, loss of coordination, ability to operate equipment, swim or follow directions; temperature; inclement weather, lightning, variances and extremes of wind, weather and temperature; Heat or sun related injuries or illness, including sunburn, sunstroke and/or dehydration of these risks is not complete and that unknown or anticipated risks may result in injury, illness, serious bodily harm or possible death.
  
- III. **EXPRESS ASSUMPTION OF RISK** – The undersigned hereby agrees that he/she is renting, operating, or using the equipment provided by Buckeye Boat Rental, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to rental, operation, and/or use of the rental equipment. The undersigned assumes full responsibility for the risks or personal injury, accidents or illness, including but not limited to: sprains, torn muscles, and/or ligaments; fractures or broken bones; eye damages; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bites or attacks; shock, paralysis, drowning, and/or death and for any resultant expenses regarding any of the forgoing risks, injury, illness, damage or loss that might result, regardless of the cause even if the risks arise out of the negligence or fault of Buckeye Boat Rental, LLC.
  
- I. **WAIVER AND RELEASE OF LIABILITY** – By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Buckeye Boat Rental, LLC 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 child or children under the undersigned’s custody, care, and/or control, as a result of any and

all activities related to the rental, operation, or use of equipment provided by Buckeye Boat Rental, LLC, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Buckeye Boat Rental, LLC shall not be liable for any loss or theft of personal or private property. The undersigned specifically agrees that Buckeye Boat Rental, LLC shall not be responsible for such injuries, damages, and loss of theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY BUCKEYE BOAT RENTAL, 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 intentional torts by Buckeye Boat Rental, LLC.

II. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless Buckeye Boat Rental, 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 boat's and the 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 the equipment provided by Buckeye Boat Rental, LLC, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY BUCKEYE BOAT RENTAL, LLC.

III. NORTH CAROLINA LIFE JACKET LAW:

- Both North Carolina and federal regulations state that a personal floatation device in serviceable condition and of appropriate size should be accessible for each person onboard a vessel.
- North Carolina requires anyone younger than 13 to wear an appropriate life vest when on a recreational vessel.
- Children under six years old must wear a USCG approved life jacket at all times on any vessel less than 26 feet in length that is underway in North Carolina waters.
- Each person on a personal watercraft (PWC), such as a Wave Runner or Jet Ski, must wear a USCG approved life jacket.

Upon acceptance of this Waiver and Release, the Lessee(s) hereby acknowledge and understand that the laws pertaining to the use of Life Jackets is the sole responsibility of the Lessee(s) and shall indemnify and hold harmless Buckeye Boat Rental, LLC. This Notice Regarding Life Jackets is provided for informational purposes only. Lessee(s) are solely responsible for abiding by these laws and rules. Any citation(s) received for failure to follow these rules or safety regulations is the sole responsibility of the Lessee(s).

**\*\*\*\*\*READ RELEASE BEFORE SIGNING\*\*\*\*\***

**IT IS MY INTENTION BY THIS AGREEMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT (BUCKEYE BOAT RENTAL LLC), AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK ON CONNECTION WITH SWIMMING AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR THE ORGANIZATION OF THIS ACTIVITY.**

[[First Name]] [[Last Name]] Name of Adult Renter

[[Email Address]] Email of Renter

[[Date]] Date

