

**SUN WATERSPORTS, LLC. WAIVER OF LIABILITY – TERMS AND CONDITIONS**

1. (Initial Here: \_\_\_\_\_) I am an adult of at least 18 years of age. I am a competent swimmer. I have no medical or physical conditions which could interfere with my safety in this activity. I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by renting any equipment or participating in any activity, from Sun Watersports.
2. (Initial Here: \_\_\_\_\_) I understand it is required by law to have a properly fitted U.S. Coast Guard approved flotation device (lifejacket) while in and on the water. By initialing above, I hereby acknowledge that I have been provided with said flotation device. I understand that all watersports should be undertaken after proper instruction and training and that SUN WATERSPORTS is not providing such training in connection with the rental of equipment. I assume full responsibility for deciding where, when, and with whom in which to participate in watersports. I also acknowledge and agree that the rental equipment provided and/or activity participating in with SUN WATERSPORTS is for the sole and exclusive use of the undersigned. Rental equipment is only for use in the inland waterways of Key Largo.
3. (Initial Here: \_\_\_\_\_) In consideration of being permitted to rent equipment, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in such watersports. I am aware that participating in watersports in open or closed water involves risks, dangers and hazards. Currents, tides and waves occur frequently in open and closed waterways and may be caused by natural forces or by other watercraft. I acknowledge and accept that SUN WATERSPORTS may fail to predict whether the open or closed water is safe for the activity or whether an unexpected current, wave or weather condition may occur. Lessee agrees that it has inspected the watersport equipment for any defects or deficiencies. Acceptance or use of the watersport equipment by Lessee will be deemed to be an acknowledgment that the watersport equipment is in good operating condition. Lessee has notified Lessor as to any defects or deficiencies with respect to the condition of the watersport equipment or its accessories, and hereby acknowledges that the watersport equipment and its accessories were received in satisfactory condition.
4. (Initial Here: \_\_\_\_\_) I acknowledge that I am financially responsible for any and all damages incurred during my rental. This includes any damage to private property, SUN WATERSPORTS, board, paddle, kayak, jet ski, life jacket, wheeled cart and/or other equipment. I understand that my credit card will be charged for the total cost of repairs. I also acknowledge that SUN WATERSPORTS is not responsible for any property left stored, lost or transported by lessee or any other person in, on or upon watersports equipment, or in or around Lessor's property, before, during or after rental.
5. (Initial Here: \_\_\_\_\_) Other than the obligations of Lessor expressly set forth herein, LESSOR DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF A BREACH OF THIS CONTRACT, LESSOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SUCH BREACH. In the event that any other term of this agreement is found unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this provision of waiver by agreement of consequential and incidental damages shall continue in full force and effect. Should it be necessary for either party to this Agreement to bring legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of suit, mediation or arbitration.
6. (Initial Here: \_\_\_\_\_) ACKNOWLEDGMENT OF RISKS AND RELEASE: I understand that: PARTICIPATING IN WATERSPORTS HAS INHERENT RISKS, HAZARDS AND DANGERS FOR ANYONE, WHICH CANNOT BE ELIMINATED, PARTICULARLY IN A WILDERNESS ENVIRONMENT. I AM VOLUNTARILY USING THE SERVICES AND/OR RENTAL OF LESSOR WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OR INJURY, PARALYSIS, OR DEATH.
7. (Initial Here: \_\_\_\_\_) Lessee has read and agreed to the terms of this waiver and fully agrees with the terms in which are incorporated by reference herein, and states: "I, for myself or my child, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS LESSOR (SUN WATERSPORTS), their officers, officials, contractors, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my, or my child's, participation in this activity including, without limitation, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my child as a result of engaging in the activities or the use of the watersport equipment, even without using a life vest, whether or not such damage, loss, injury, paralysis or death results from negligence of Lessor or from some other cause; and I further agree not to sue Lessor as a result of any injury, paralysis, or death in connection with my use and participation in the watersport activities.

**I have read the above release and waiver of liability and fully understand its contents. By signing this document I certify I am of 18 years of age or older and voluntarily agree to the terms and conditions stated above.**

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
DATE

**PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of minor being permitted by SUN WATERSPORT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SUN WATERSPORTS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FULL NAME OF MINOR