

**\*PLEASE READ CAREFULLY\* WAIVER OF CLAIMS, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**Each person in a group must sign one of these forms. This form is to be used by adults only. If the participant is under the age of 18 then a parent or guardian must sign their form and assume responsibility for the minor.**

In consideration of **Jetty LLC, Jetty Rentals** furnishing services and/or equipment to enable me to participate in **Jetty LLC, Jetty Rentals** activities, I agree as follows:

I fully understand and acknowledge that kayaking, paddle boarding, surfing and other outdoor recreational activities have: a) inherent risks, dangers and hazards and such exists in my use of **Jetty LLC, Jetty Rentals** equipment and my participation in **Jetty LLC, Jetty Rentals** activities; b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **Jetty LLC, Jetty Rentals**; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable to the unforeseeable causes, but not limited to, guide decision making, including that a guide, owner or employee may misjudge terrain, weather, trail or ocean conditions, water route location, risks of falling out of or drowning while in a kayak or paddle board and such other hazards, risks, and dangers that are integral to recreational activities and/or use of equipment that take place in a wilderness, ocean, outdoor, or recreational environment.

Any signer of this waiver that allows anyone else to participate in any stated activities without having them sign the waiver is doing so out of their own accord and assumes full responsibility, and they are not at all the responsibility of **Jetty LLC, Jetty Rentals**.

I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **Jetty LLC, Jetty Rentals**, or by any other person including myself. I also verify that I am in good health and in proper physical condition capable of participating in paddle sports and related activities, not under the influence of any drugs or alcohol of any kind nor do I have them in my possession, and that my participation in this activity is voluntary. I further agree to abide by a policy of no alcohol on rental or guided trips. I permit the use of any photos or video taken during the day's activity for publicity, advertising, promotion or other commercial purposes.

I am aware that PFD's (Lifejackets) are made available and agree to wear a properly secured USCG approved Personal Flotation Device (Lifejacket), at all times. I understand that use of PFD (Lifejacket) does not remove all risks of injury; nor does use make water sports safe activities. I have determined the sufficiency of any safety gear or other precautions to take to minimize the risks of the activity. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, wave, discharge, hold harmless, defend and indemnify **Jetty LLC, Jetty Rentals**, and its owners, agents, officers and employees for any and all claims, actions or losses for bodily injury, property damage, property loss, wrongful death, loss of services or otherwise which may arise out of my use of **Jetty LLC, Jetty Rentals** equipment or my participation in **Jetty LLC, Jetty Rentals** activities. I specifically understand that I'm releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **Jetty LLC, Jetty Rentals**.

I agree that I am also signing this release on behalf of my participating Minor child/children. I further agree to indemnify and hold harmless **Jetty LLC, Jetty Rentals** 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. I verify that I have the authority to enter into this agreement on behalf of Minor and I agree to be bound by all terms and conditions of this agreement.

The above agreement shall be binding on my heirs, successors, assigns, administrators and executors. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the **Jetty LLC, Jetty Rentals** or to which its agents is a party shall be in the city of Venice, Florida or the other county court in Sarasota, FL.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH KAYAKING, PADDLE BOARDING, SURFING AND RELATED ACTIVITIES AND I FREELY ACCEPT AN FULLY ASSUME ALL SUCH RISKS, DANGERS, HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. IT IS MY INTENTION TO EXEMPT AND RELIEVE JETTY LLC, JETTY RENTALS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name(s) of Participating Minors: \_\_\_\_\_

Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Driver's License Number and State: \_\_\_\_\_ Email: \_\_\_\_\_

Date/Time of Rental: \_\_\_\_\_ Expected Return Date/Time: \_\_\_\_\_