

# PDX WaterSports. LLC

## WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

### I. DISCLAIMER

YOU MUST BE AT LEAST 21 YEARS OF AGE TO RENT ANY PERSONAL WATERCRAFT. ANYONE UNDER THE AGE OF 21 SHALL NOT OPERATE ANY PERSONAL WATERCRAFT. YOU MUST BE AT LEAST 25 YEARS OF AGE TO RENT ANY PONTOON BOAT. ANY ONE UNDER THE AGE OF 25 SHALL NOT OPERATE ANY PONTOON BOAT AT ANY TIME.

This Waiver, Release of Liability and Assumption of Risk Agreement (hereinafter the "Rental Agreement") is applicable to all renters, operators, passengers, and any other users of personal watercraft, pontoon boats, ski boats and boating equipment and accessories (hereinafter collectively the "Watercraft") provided by PDX Watersports, LLC (hereinafter "PDX Watersports") as well as any other affiliated entities or individuals thereunder. For purposes of this Rental Agreement, the term "PDX Watersports" shall include all members, managers, or , employees, agents, representatives, assigns, successors, insurers and subsidiaries of PDX Watersports. You agree 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. You agree that you will disclose to PDX Watersports all potential renters, operators, passengers and users of the Watercraft. You further agree that in the event that you fail to notify PDX Watersports 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 gross negligence of PDX Watersports.

### II. EXPRESS ASSUMPTION OF RISK – CAUTION! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE RENTAL, OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THA T MAY LEAD TO BODILY INJURY, DEATH, DROWNING OR PORPERTY LOSS OR DAMAGE. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPAT IN ANY OF THE ATIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTIIPATE IN SUCH ACTIVITIES. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATED 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 PDX WATERSPORTS , AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION AND USE OF THE WATERCRAFT.

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

I HEREBY RLEASE AND HOLD HARMLESS PDX WATERSPORTS FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATIONS OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF PDS WATERSPORTS 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 WATERCRFT OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF PDX WATERSPORTS TO PROPERLY INSTRUCT, SUPERVISE OR TAIN 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 PDX WATERSPORTS FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MYPARTICIPATION IN THE RENTAL, OPERATION AND USAGE OF THE WATERCRAFT. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE PDX WATERSPORTS FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

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

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS PDX WATERSPORTS 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 PDX WATERSPORTS, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF PDS WATERSPORTS.

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**PDX WATERSPORTS. LLC**  
**RENTAL POLICY & OPERATIONAL PROCEDURES**

- PDX Watersports.LLC (hereinafter "PDX Watersports") may refuse, at its sole discretion, to rent to persons PDX Watersports feels are not qualified to operate the Personal Watercraft or Pontoon boat.
- Renter is responsible for entire watercraft rental rate once a credit card number is received regardless of whether you cancel or leave early. Deposits are refunded if notice is received 48 hours prior to scheduled rental period. PDX Watersports is not responsible for renter's liability to arrive or if renter chooses to depart early for any reason. As a result, no refunds will be offered.
- Before leaving with the rental watercraft, you and a PDX Watersports employee must inspect the rental watercraft to identify any preexisting damage. Upon your return of the rental watercraft, you and a PDX Watersports employee will re-inspect the rental watercraft. You are fully responsible to pay for any damage (or the estimated amount thereof), and all other amounts due hereunder.
- Operation of the Personal Watercraft and Pontoon Boat is not allowed after dark.
- Renter and Passengers must know how to swim and agree to wear a life vest at all times during rental and use on the Personal Watercraft.
- Life vests are provided at no charge. A \$50.00 fee will be charged for each life vest that is not returned to PDX Watersports.
- All children under the age of 13 must wear a life vest at all times while on the Pontoon boat.
- No pets are allowed on any of the rental Watercraft at any time.
- A Driver's License and Credit Card are required to rent a Personal Watercraft and Pontoon boat.
- All Rental Watercraft must be returned to the location from which it was rented at the conclusion of the rental period. Late returns will be charged \$25.00 for every 15 minutes past agreed rental return time.
- Rental rates do not include fuel charges.

**Personal Watercraft (Renter and All Operators must be at least 21 years of age)**

- Max Occupancy: (2) Passengers with a weight limit of 350 lbs.
- Do not start or operate the watercraft in less than 3 feet of water
- No racing or contests allowed
- No water splashing allowed
- No water tubing allowed: Any violation will result in an automatic \$500.00 fine by PDX Watersports
- (NO EXCEPTIONS)
- \$50.00 fee if Jetski is overturned \$500 fee if water is injected into the engine
- \$300.00 charge if any watercraft needs to be towed or rescued
- NO EXCEPTIONS
- NO REFUNDS!!

Initials \_\_\_\_\_ AGREEING TO THESE RULES AND TERMS

**CAUTION! PHYSICAL DAMAGES & FUEL COSTS**

By my signature below, I agree that I have read and fully understand the Waiver and Release of Liability and agree to pay for any and all repair costs and other physical damages that may occur to the Watercraft during my rental, operation or other use, from any cause whatsoever as specifically set forth in Exhibit "A" of this rental agreement.

I also agree to pay for any and all fuel during my rental use as specifically set forth in Exhibit "B" of this rental agreement.

In the event of damages to Rental Watercraft, I hereby authorize PDX Watersports to charge the amount of such excess damages to my credit card.

Name \_\_\_\_\_

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

Telephone \_\_\_\_\_

