

Paradise Parasail LLC. Aka. **PARADISE WATERSPORTS**

12913 Ocean Gateway Ocean City, MD 21842 - 410-213-SOAR (7627)

PERSONAL WATERCRAFT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I the undersigned, have requested and have been granted permission to enter the premises occupied by the business trading as Paradise Parasail LLC. (hereinafter referred to as "Paradise Watersports," which includes the owner(s) and/or business) and/or to rent or operate a personal watercraft (hereinafter referred to as "PWC") and/or to participate in PWC or boating activities sponsored by Paradise Watersports, and in consideration of being permitted to, for any purpose: a) enter the premises occupied by Paradise Watersports; b) rent and/or operate PWC or boats, and/or; c) participate in PWC or boating activities, I, for myself, my personal representative, heirs, next of kin, executors, administrators, successors, and assigns, hereby:

A. RELEASE, REMISE, AND DISCHARGE Paradise Watersports, the owners and operators of the PWC and boating activities sponsored by Paradise Watersports, the owners and licensors of the premises occupied by Paradise Watersports and their respective servants, agents, employees, and officers (hereinafter referred to as "releasees"), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any related to my presence on the premises occupied by Paradise Watersports, and/or my participation in any activities sponsored by Paradise Watersports. INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE.

B. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my presence on the premises occupied by Paradise Watersports, whether or not these injuries or damages were caused by the releasees' negligence.

C. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES from any loss, liability, damage, or cost that may incur, including attorneys' fees, arising from, or in any way related to, my presence on the premises occupied by Paradise Watersports, my operation of a PWC rented from or owned by Paradise Watersports., and/or my participation in any activities sponsored by Paradise Watersports.

D. ASSUME THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE, whether due to the negligence of RELEASEES negligence, my negligence, or any other reason or factor, while upon the premises, while operating a PWC rented from or owned by Paradise Watersports., and/or while participating in any activities sponsored by Paradise Watersports.

I agree and understand that:

1) My participation in PWC or boating activities, as with any watersport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of PWC and/or boats. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these rules and assume the risk of harm presented by these damages.

2) **FAILURE TO OBEY AND LISTEN TO PARADISE WATERSPORTS's MARYLAND CERTIFIED PWC GUIDES INSTRUCTION WILL RESULT IN A TERMINATION OF YOUR RENTAL WITHOUT A REFUND.** (Please listen and pay close attention to the certified guides on your trip. They want you to have fun, but more importantly want you to ride safe!)

3) My presence on the premises operated by Paradise Watersports and/or my participation in the PWC or boating activities organized by Paradise Watersports exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, Paradise Watersports, and/or others.

4) PWC or boating activities may pose an additional danger to persons with pre-existing physical injuries or conditions, or other conditions, or to pregnant women. I am not aware of any physical or mental conditions that may affect my ability to participate in PWC or boating activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.

5) I will NOT participate in any PWC or boating activities sponsored by Paradise Watersports while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of Paradise Watersports staff and or Maryland Natural Resources Police to be impaired by said substances I further agree that my rental will be terminated and no refund will be provided.

6) In the event of malfunction of breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any unusual problems to Paradise Watersports. Continued use of the craft in any of these circumstances shall be entirely at my risk and I shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved into any accident.

7) Paradise Watersports reserves the right to cancel any rental due to inclement weather or other unsafe circumstances. I acknowledge that this is entirely left to the discretion of the certified Maryland guides. If a ride is cancelled due to bad weather Paradise Watersports reserves the right to either prorate a monetary return in place of time lost or may issue a voucher for a rental another time and or date.

8) Paradise Watersports will provide me with oral instructions concerning the operation of the PWC or other watercraft that I am renting from Paradise Watersports. I will not participate in PWC or boating activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions.

9) When operating a PWC I the operator will allow sufficient time and distance to stop the vessel. I realize that riding a PWC is not like riding a car and I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this very important concept.

10) PWC and other jet-powered boats DO NOT STEER OR TURN WITHOUT PROPULSION. I understand that I must apply throttle to steer and turn the PWC or jet-powered boat while traveling at speeds in excess of 6 knots. I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this concept.

11) I will have the opportunity to inspect the PWC or other watercraft that I am renting from Paradise Watersports before I board the vessel. I will not participate in any PWC or boating activities until I inspect the vessel and I am satisfied with its condition. By participating, I acknowledge that I have conducted this inspection.

12) I will not request, seek, or accept assistance from any person, including Paradise Watersports, in completing the 13 question test mandated by the Maryland Department of Natural Resources for every operator of a rental PWC. I understand that I must score at least 90% on this test before I am authorized to operate a rental PWC in the state of Maryland. By participating in the operation of a PWC, I acknowledge that I have successfully completed this test with at least 90% of the answers correct.

13) I acknowledge that Paradise Watersports is not a manufacturer of the PWC/boat that I am renting and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the PWC/boat.

14) I agree that I will not allow any other person to operate the vessel that I am renting from Paradise Watersports unless that person is a Paradise Watersports employee or agent.

15) I agree to return the vessel that I have rented from Paradise Watersports within the rental period that I negotiated. If I fail to return the vessel to Paradise Watersports for any reason other than mechanical malfunction that is not caused by misuse of the vessel, I agree to pay an additional sum equal to the standard hourly rental rate (or fraction thereof) that exceeds the rental period that I negotiated.

16) I understand that Paradise Watersports is not the only business offering PWC/boat rentals in Ocean City, Maryland and my decision to rent from them is "MY" choice.

17) IT IS MY DUTY TO ASK PARADISE WATERSPORTS TO FURTHER EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT UNDERSTAND BEFORE I START MY RENTAL. I WILL NOT PARTICIPATE IN ANY PWC OR BOATING ACTIVITY IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY PARADISE WATERSPORTS.

18) I understand and give my permission for Paradise Watersports to record video, audio, and photographic images of me while on the premises occupied by Paradise Watersports or participating in any activity sponsored by Paradise Watersports. I understand and give permission for Paradise Watersports to use these recordings for any and all advertising purposes for Paradise Watersports without any monetary or other benefit to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns.

19) I understand that I am liable for all damages and costs incurred as a result of my negligence including but not limited to damages and lost rentals due to damage to any vessel. I agree to IMMEDIATELY REIMBURSE Paradise Watersports for these repairs and other costs. Most repair costs are calculated according to the repair table attached to this contract. Any damage that is not priced on the repair table is billed at actual cost to Paradise Watersports plus actual installation/repair costs billed to Paradise Watersports by repair facility.

20) I understand that I am responsible for the PWC that I am renting as well as any PWC, boat, structure, or any other matter or property that I may come in contact with. If I am involved in any type of accident that damages the property of Paradise Watersports I will pay them for their losses IMMEDIATELY!

I AGREE TO AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE AND UNDERSTAND THAT THIS AGREEMENT APPLIES TO MYSELF AND ANY AND ALL PASSENGERS LISTED BELOW. I AM GIVING CONSENT FOR ANY AND ALL PASSENGERS BELOW TO PARTICIPATE AS A PASSENGER ON THE PWC/BOAT THAT I AM RENTING FROM PARADISE WATERSPORTS AT THE SAME TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PASSENGER(S) LISTED BELOW.

Print Name **Date of Birth** **Sign Here** **Date**

Parent/Legal Guardian Name **Parent/Legal Guardian Sign Here** **Date**

Passengers on my vessel for which I am the parent/legal guardian

Street Address: _____ **City:** _____

State: _____ **Zip Code:** _____ **Phone:** _____ **Email:** _____

Don't let this happen to you! Please stay 100 feet from everything at all times!



Repair Table: Total Cost of PWC **\$9,400**

1. Hood	\$610	6. Corner Rub-rail	\$15	10. Side Rub-rail	\$105
2. Windscreen	\$25	7. OPAS Paddle	\$45	11. Front Rub-rail	\$40
3. Key	\$55	7a. OPAS Ass.	\$100	Fiberglass Damage	\$85 per SQ Inch
4. Reverse Lever	\$30	8. Sponson	\$95	Sm Gelcoat Damage	\$20 per SQ Inch
5. Rear Rub-rail	\$85	9. Decal	\$20	Lg Gelcoat Damage	\$70 per SQ Inch