

# Under the Bridge Watersports LLC

312 Talbot Street Ocean City, MD 21842 - 410.289.FAST (3278)

## Paradise Parasail LLC a.k.a. Paradise Watersports

12913 Ocean Gateway Ocean City, MD 21842 - 410.213.SOAR (7627)

### RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

**Notice:** By signing this document you are waiving certain legal rights, including the right to sue.

In consideration of being allowed to use the facilities, vessels, and participate in operating personal watercraft and other activities (collectively the "Activities") provided by Paradise Parasail LLC a.k.a. Paradise Watersports (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training. As used herein, the term "Equipment" shall include, but not be limited to, personal watercraft; 2) TO ASSUME ALL RISKS of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death; 3) TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and 4) TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (of his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. Personal Responsibility The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice. The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment, facilities, and vessels before any participation. The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings. If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.
- 5) **FAILURE TO OBEY PARADISE WATERSPORTS CERTIFIED PWS GUIDES: INSTRUCTIONS WILL RESULT IN TERMINATION OF THE RENTAL WITHOUT REFUND.**
- 6) In the event of malfunctions or breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any problems to Paradise Watersports. Continued use of the craft shall be entirely at my own risk and I shall then assume any liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved in any accident.
- 7) 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 PWS 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 PWS plus actual installation/repair costs billed to PWS by repair facility. I understand that I am responsible for the PWC 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 PWS, I will pay for their losses immediately.
- 8) PWS reserves the rights to cancel any rental due to inclement weather or any other unsafe circumstances. I acknowledge that this is entirely left to the discretion of the certified Maryland guides. If a rise is cancelled due to bad weather PWS reserves the right to either prorate a monetary return in place of time loss or end the ride without any monetary compensation and I further agree and understand that I cannot commit a chargeback after the transaction has been completed.

To the extent that any portion of this Agreement is deemed to be invalid under the law of applicable jurisdiction the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

#### Repair Table:

**Total Cost of Jet Ski: \$10,200**

Lost Key - \$65	Broken Handlebars - \$195	Mirror Assembly - \$155	Hood - \$610	Spider-Cracks	Gelcoat Damage	Fiberglass Damage
Front Bumper - \$40	Side Rub-rail - \$105	Corner Rub-rail- \$15	Rear Rub-rail - \$85	<b>\$70 per sq. inch</b>	<b>\$70 per sq. inch</b>	<b>\$85 per sq. inch</b>

**I HAVE READ AND I UNDERSTOOD THE TERMS OF THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING MY RIGHT TO SUE PARADISE WATERSPORTS OR UNDER THE BRIDGE WATERSPORTS**

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State & Zip Code

\_\_\_\_\_  
Participant's Driver License Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Please list any Under Age Passengers Here

\_\_\_\_\_  
Parent/Guardian Signature