

Adrenaline Aquatics LLC - Liability Waiver and Release

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of being permitted to rent and operate a jet ski, kayak, paddleboard, or any other watercraft or recreational water equipment provided by Adrenaline Aquatics LLC ("the Company"), I, the undersigned ("Renter"), on behalf of myself, my heirs, executors, administrators, and assigns, hereby acknowledge, understand, and agree to the following:

1. **Assumption of Risk:** I understand that operating or using watercraft and recreational water equipment involves inherent risks, including but not limited to:
 - Collisions with other watercraft, objects, or swimmers.
 - Capsizing or falling off the equipment.
 - Injuries caused by waves, wakes, or rough water conditions.
 - Equipment malfunctions.
 - Exposure to sun, wind, and water.
 - Potential for drowning.
 - Injuries from other people's negligence.
 - Injuries from my own negligence.
2. I voluntarily assume all such risks, known or unknown, even if caused in whole or in part by the negligence or other acts or omissions of the Company.
3. **Release of Liability:** I hereby release, waive, and discharge the Company, its officers, directors, employees, agents, and affiliates, from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Company or otherwise, while participating

in any activity, or while in, on, or upon the premises where the activities are being conducted.

4. **Indemnification:** I agree to indemnify and hold harmless the Company from any and all claims, demands, actions, or causes of action, including attorney's fees and costs, arising out of or related to my use of any Company watercraft or participation in any activity, whether caused by my negligence or otherwise.
5. **Responsibility for Damages:** I understand that I am responsible for any and all damages to the watercraft, paddleboard, kayak, or other Company property caused by my negligence or intentional acts.
6. **Operation and Safety:** I acknowledge that I have received and understand the safety briefing and operating instructions provided by the Company. I agree to operate any rented equipment in a safe and responsible manner, and to comply with all applicable laws, regulations, and Company rules. I will wear a provided life jacket at all times while using any watercraft.
7. **Rental Restrictions:** I understand and agree that:
 - I must be at least 21 years old to rent and 18 years old to operate a jet ski.
 - I must be able to read and understand English to rent or operate any equipment.
 - Rentals are restricted to daylight hours (dawn to dusk). No overnight rentals or offsite towing by renters is permitted. All equipment will be delivered and recovered daily by Adrenaline Aquatics LLC.
8. **Medical Conditions:** I certify that I am physically fit and have no medical conditions that would prevent me from safely using or operating any watercraft.
9. **Severability:** I agree that if any provision of this waiver is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
10. **Governing Law:** This waiver shall be governed by and construed in accordance with the laws of the State of Oregon.
11. **Entire Agreement:** This waiver constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

**I HAVE READ THIS LIABILITY WAIVER AND RELEASE CAREFULLY,
UNDERSTAND ITS CONTENTS, AND SIGN IT VOLUNTARILY**

Renter's Printed Name

Identification Number

Address

Emergency Contact Name and Phone
Number

Date

Renter's Signature of Acceptance

OFFICE USE BELOW

Company Representative Printed Name

Company Representative Signature

ID COPY HERE

