

**WAIVER, INDEMNITY AND RELEASE OF LIABILITY**

In consideration of the willingness of RIVERWALK BOAT RENTAL, INC. ("Owner") to rent a motorized boat to the undersigned, each of the undersigned parties jointly and severally releases, indemnifies and agrees not to sue Owner, its shareholders, affiliates, officers, directors, employees and agents (together, the "Released Parties"), from any and all present and future liability or claims resulting from the rental, use or operation of the motorized boat by any of the undersigned on the date hereof, including but not limited to (i) the negligence (active, passive or gross) or misconduct of any of the Released Parties, (ii) any loss of damage of personal property, personal injury, or death of myself or third parties arising as a result of use of the motorized boat and other equipment of Owner, (iii) any activities incidental to the rental and operation of the motorized boat, wherever, whenever, or however the same may occur. Each of the undersigned hereby voluntarily waives and releases any and all claims against Owner resulting from the above, both present and future, that may be made by the undersigned, or the family members, estate, heirs, or assigns of the undersigned or others.

Each of the undersigned is aware that operation of motorized boat involves serious risks and hazards to the person and property of the undersigned and others. Each of the undersigned understands that these risks and hazards include, but are not limited to, death, drowning, mutilation, decapitation, maiming, heart attacks, and injury to bones, joints and muscles. Each of the undersigned parties is voluntarily participating in these activities with knowledge of the dangers involved and hereby agrees to accept any and all inherent risks of and assume full responsibility for any property damage, personal injury, or death to the undersigned or others.

Each of the undersigned, jointly and severally, also agrees to indemnify and hold harmless the Released Parties from any and all liability or claims made by other parties as a result of my actions in any way relating to use or operation of the Owner's motorized boat.

**BY EXECUTING THIS WAIVER, EACH OF THE UNDERSIGNED PARTIES CERTIFIES AND AGREES AS FOLLOWS:**

**I understand that this release extends to claims arising on and after the execution hereof of any nature and kind whatsoever, known or unknown, suspected or unsuspected, except as expressly set forth above, and that the facts in respect which this release is given hereafter may prove to be different than the facts now known or believed.**

**I have read this form and fully understand that by signing this form, I am giving up certain legal rights and/or remedies.**

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| <b>Renter</b> | <b>Date</b> | <b>Driver's License #</b> |
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