



ADULT WAIVER

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

For and in consideration of Lake Ray Hubbard Jet Ski Rentals, LLC, allowing me, the undersigned, to rent or otherwise use a personal watercraft owned or operated by Lake Ray Hubbard Jet Ski Rentals, LLC, (the "PWC") I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and do hereby make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to use or operate the PWC; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to use or operate the PWC. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to use or operate the PWC and that I am responsible for my own safety and well being and that of my passengers at all times and under all circumstances while operating or otherwise using the PWC.
2. I understand and acknowledge the risks and dangers associated with PWCs in general, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other PWCs, boats, animals or other natural or manmade objects; dangers arising from adverse weather or water conditions; water and surface hazards; equipment failure; inadequate safety measures; collision, capsizing, sinking, or other hazard which results in damage, injury, exposure to the elements, hypothermia and/or drowning; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). **I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others or the negligent acts or omissions of the Released Parties (defined below), and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my use of the PWC.**
3. I agree to be familiar with and to abide by the Rules and Regulations established by Lake Ray Hubbard Jet Ski Rentals, LLC. I accept sole responsibility for my own conduct and actions while operating or using a PWC.
4. **I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Lake Ray Hubbard Jet Ski Rentals, LLC, its members, managers, officers, principals, agents, employees, parent, subsidiary and affiliated companies, legal and personal representatives, successors and assigns (individually and collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my use or operation of the PWC, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim. I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.**

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. To the extent permitted by law, this Agreement is performable in Rockwall County, Texas and shall be governed by the laws of Texas. Any proceeding brought to enforce or construe this Agreement or any part of this Agreement shall be brought in a court of competent jurisdiction in Rockwall County, Texas.

Print Name: _____ Age: _____

Home Address: _____

Home Telephone: (_____) _____ Cell Phone: (_____) _____

Signature of Lessee _____ Date Signed _____