



# Anchors Up Marine Solutions, LLC.

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT**

I. **DISCLAIMER** - This Waiver and Release Agreement is applicable to all renters, operators, and users of equipment provided by Anchors Up Marine Solutions, LLC. \*(For purposes of this Waiver and Release, the term “Rental Company” includes all owners, shareholders, managers, directors, employees, contractors, and other agents or representatives of Anchors Up Marine Solutions). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release.

II. **ACKNOWLEDGMENT OF RISKS** - The undersigned hereby acknowledges that some, but not all of the risks of participating in watersports activities may include: 1) Changing water flow, tides, currents wave action and wakes; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collisions, capsizing, sinking or other hazard with results in wetness, injury, exposure to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms; 5) Equipment failure or operator error; 6) Loss of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, and other possible extreme weather; 8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration. Further the undersigned understands that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

III. **EXPRESS ASSUMPTION OF RISK** - The undersigned hereby agrees that he/she is renting, operating, or using the equipment provided by the Rental Company at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment. The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and /or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk of injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Rental Company.

IV. **ALCOHOL AND RELEASE OF LIABILITY POLICY** - Here at Anchors Up Marine Solutions, we do not sell or serve alcoholic beverages. We will allow you to bring in alcohol, under the circumstances, that we will not be held accountable for any injuries sustained while under the influence of alcohol. Operating the vessel while intoxicated is illegal. It is also your responsibility, if your passengers are under the influence of alcohol, to prepare their ground transportation when disembarking Anchors Up Marine Solutions vessels. By signing below, you agree that you will be held accountable for all injuries sustained while under the influence of alcohol and that you participate at your own risk.



# Anchors Up Marine Solutions, LLC.

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT (Cont.)**

V. **WAIVER/RELEASE OF LIABILITY** - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Rental Company from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any passengers (adults & minor children), as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that the Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Rental Company shall not be responsible for such injuries, damages, loss or theft, even in the event of negligence or fault by rental company, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rental Company.

VI. **LIABILITY TO THIRD PARTIES** - The undersigned hereby agrees that he/she will indemnify and hold harmless the Rental Company for all personal injuries, property damage, or any other damage to all third parties. This includes, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company, even if such damages arise out of the negligence or fault of Rental Company.

VII. **VIDEO/PHOTOGRAPHY RELEASE FORM** - The undersigned grants permission to Anchors Up Marine Solutions and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release Anchors Up Marine Solutions and its legal representatives for all claims and liability relating to said images or video.

VIII. **ACKNOWLEDGMENT OF WAIVER/RELEASE** - The undersigned states that he/she has had sufficient time to review the Waiver/Release. Also, the undersigned had sufficient time to ask any questions associated with Waiver/Release. The undersigned further states that he/she has carefully read the foregoing Waiver/Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Rental Company with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for Rental Company's negligence.



# Anchors Up Marine Solutions, LLC.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT (Cont.)

Signatures:

Required from each participant boarding the boat.

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