

Reservation Name: _____

Today's Date: _____



WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER - This Waiver and Release Agreement is applicable to all renters, passengers, and users of equipment provided by **HANDS ON DECK INC., LLC** (For purposes of this Waiver and Release, the term "**HANDS ON DECK INC.**" includes all principals, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of **HANDS ON DECK INC.**). The undersigned agrees that he/she is also signing this Release on behalf of the next of kin, heirs, and representatives.

I. The undersigned agrees that he/she will disclose to **HANDS ON DECK INC.** all potential passengers and users of said rental equipment. The undersigned further agrees that in the event that he/she fails to notify **HANDS ON DECK INC.** of all potential passengers or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of **HANDS ON DECK INC.**

II. ACKNOWLEDGEMENT OF RISKS - The undersigned acknowledges all risks of participating in watersport activities, rental, and use include but are not limited to:

1. Changing water flow, currents, and watercraft wakes or waves.
 2. Collisions with other participants, the watercraft, other watercraft, and manmade or natural objects.
 3. Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, drowning and/or death.
 4. Attack by or encounter with insects and marine life forms.
 5. Equipment failure or operator error.
 6. My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions.
 7. Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature.
 8. Heat or sun related injuries or illnesses, including sunburn, sunstroke, or dehydration.
- Unknown or unanticipated risks may also result in injury, illness, or death.

III. EXPRESS ASSUMPTION OF RISK — The undersigned agrees that he/she is renting and using the equipment provided by **HANDS ON DECK INC.** at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental or use of the rental equipment. The undersigned assumes full responsibility for all risks of personal injury, damage, loss, accident, or illness; as well as any resultant expenses from all risks undertaken, regardless of the cause, even if the risks arise out of the negligence or fault of **HANDS ON DECK INC.**

IV. WAIVER/RELEASE OF LIABILITY — By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless **HANDS ON DECK INC.** from any and all liability of any nature for any and all injury, damage, loss, accident or illness sustained by the undersigned as a result of any and all activities related to the rental or use of equipment provided by **HANDS ON DECK INC.** regardless of the cause. The undersigned assumes full responsibility and agrees that **HANDS ON DECK INC.** shall not be responsible or liable for any injuries, damages, loss or theft of personal property **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY HANDS ON DECK INC.**, whether such negligence is present at the signing of this Release or takes place in the future. Further, in consideration for rental and use of equipment from **HANDS ON DECK INC.**, I release from all liability and promise not to sue **HANDS ON DECK INC.** from any and all claims as stated that may occur as a result of my participation, rental, and use of equipment from **HANDS ON DECK INC.** I further agree to hold **HANDS ON DECK INC.** harmless from any and all claims, including attorneys' fees and all damages. If **HANDS ON DECK INC.** incurs any of these types of expenses, I agree to reimburse **HANDS ON DECK INC.** If I need medical treatment, I agree to be financially responsible for any and all costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. This Waiver and Release does not apply to gross negligence or intentional torts by **HANDS ON DECK INC.**

V. LIABILITY TO THIRD PARTIES — The undersigned agrees that he/she will indemnify and hold harmless **HANDS ON DECK INC.** for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, passengers of

other watercraft as a result of any and all activities related to the rental or use of equipment provided by **HANDS ON DECK INC.**, even if such damages arise out of the negligence or fault of **HANDS ON DECK INC.**

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE - The undersigned states that he/she has had sufficient time to read and review the Waiver and Release, as well as to ask any questions associated with said Release to understand the provisions as stated. The undersigned also has been instructed by **HANDS ON DECK INC.** of all requirements and policies for rental and use of equipment, as well as been afforded the time to read and review all requirements and policies stated on its website at <https://handsondeckfw.com>. The undersigned signed this Release as his/her own free act. The undersigned warrants that he/she has chosen to rent or use equipment from **HANDS ON DECK INC.** with the knowledge that signing this Release is a requirement for rental and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right and he/she may have to bring legal action to assert a claim against **HANDS ON DECK INC.** for **HANDS ON DECK INC.**'s negligence. I am 18 years or older. I understand the legal consequences of signing this document. I understand that this document is written to be broad and inclusive. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I agree that any legal proceeding concerning this Waiver and Release Agreement, or the rental and use of equipment from **HANDS ON DECK INC.**, shall be within the venue and jurisdiction of the Allen Circuit Court. Allen County, Indiana. I have read this document, and by submitting this form in person, mail, or electronically, I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

P1. Print_____	Sign_____	Date_____
P2. Print_____	Sign_____	Date_____
P3. Print_____	Sign_____	Date_____
P4. Print_____	Sign_____	Date_____
P5. Print_____	Sign_____	Date_____
P6. Print_____	Sign_____	Date_____
P7. Print_____	Sign_____	Date_____
P8. Print_____	Sign_____	Date_____
P9. Print_____	Sign_____	Date_____
P10. Print_____	Sign_____	Date_____
P11. Print_____	Sign_____	Date_____
P12. Print_____	Sign_____	Date_____
P13. Print_____	Sign_____	Date_____
P14. Print_____	Sign_____	Date_____

Filled out by The Captain

Number of passenger arrived #_____ Date_____

Number of passenger paid #_____ Date_____

