

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in JET SKI RENTALS (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge ZACH'S POWERSPORTS RENTALS LLC, located at Maumee River And Lake Erie, Toledo, Ohio 43611, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S).

NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Zach's Powersports Rentals LLC to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Zach's Powersports Rentals LLC official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Zach's Powersports Rentals LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Zach's Powersports Rentals LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Zach's Powersports Rentals LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by Ohio law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, and Zach's Powersports Rentals LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of the name above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Participant's Name*

First Name*

Middle Name

Last Name*

Phone*

Participant's Date of Birth *

Date of Birth

Participant's Signature *

Minor's Name

First Name

Middle Name

Last Name

Minor's Date of Birth

Participant's Email Address*

Confirm Email Address*

Address Line 1:*

Address Line 2:

Country:*

City:*

State/Province:*

Zip/Postal:*

Emergency Contact

First Name*

Last Name*

Emergency Contact's Phone Number*

Emergency Contact's Relation to Participant

Boating Education Requirements

Were you born before January 1, 1982? *

Yes

No

Have you completed a National Association of State Boating Law Administrators (NASBLA) approved boating course and received your boating license? *

Yes

No

ATTENTION

If you were not born before January 1, 1982 and answered NO to the second question, you will have to take an abbreviated boating exam that I will provide to you onsite and pass with a 90% or higher.

Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

Parent or Guardian's Name

First Name*

Middle Name

Last Name*

Phone*

Parent or Guardian's Signature *

Electronic Signature Consent*

By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.