



WAIVER AND RELEASE OF LIABILITY

Consideration of the risk of an injury while participating in the use of Lake Adventures boats, jet skis, paddle boards and/or kayaks (the "activity"), and as consideration for the right to participate in the activity, I hereby, for myself, my heirs, executors, administrators, assigns, and personal representatives, 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 whatsoever arising out of my participation in any of the activities set out above, and do hereby release and forever discharge Lake Adventures located at, 402 N. Bay Street Eustis, FL 32726, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including, but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to any of the aforementioned activities and from an event related to this 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 traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, 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, or the condition of the activity location. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity, including traveling to, from and during this activity.

I agree to indemnify and hold harmless Lake Adventures against any and all claims, suits or actions or 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, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Lake Adventures incurs any of these types of expenses, I agree to reimburse Lake Adventures.

I acknowledge that Lake Adventures and their directors, officers, volunteers, representatives and agents 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 Lake Adventures.

I 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. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of

participants, equipment, vehicular traffic, and actions of others, including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

In the event that I should require medical care or treatment, I 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.

Renters acknowledge and agree they shall obey all waterway laws and regulations at all times. Failure to do so may result in citations from law enforcement and are the sole responsibility of renters. Furthermore, Lake Adventures reserves the right to terminate any rental agreement due to careless actions on Lake Adventures equipment. Renter agrees to return all equipment upon request by a member of Lake Adventures staff immediately.

All renters acknowledge that no alcohol is allowed to be consumed while operating, as a passenger or participating in the use of any Lake Adventures equipment. If found to be under the influence by either law enforcement or any staff member patrolling while in the rental agreement time frame, a \$75 escort, or recovery fee will be charged to renter's credit card immediately upon rental agreement closeout or termination of agreement.

All renters acknowledge to only operate Lake Adventures equipment within the designated areas of operation as outlined by the staff at time of rental. Any deviation from said rental areas will result in the immediate termination of the rental agreement with no refund given for unused time.

All renters acknowledge and agree to return equipment at the designated time of rental expiration. It is important that this is done in a timely manner in anticipation of the next renter's time slot to allow staff to get equipment ready. If renter is not on time, after 15 minutes past return time renter will be billed for 1/2-hour rate of \$35. Furthermore at 31 minutes past return time, renter will be billed a full hour's rate of \$50.

Renter acknowledges to immediately report any accidents, equipment issues or any problems with rental as soon as they occur by calling the office line at 1-844-Lake-Fun (1-844-525-3386) to report to staff any problems, concerns or questions.

Renter acknowledges and agree that all rental equipment must be returned to Lake Adventures by sunset. (NO EXCEPTIONS!) Failure to return to Lake Adventures by then may result in a late charge to Renters credit card on file of \$25 every 15 minutes not to exceed \$75.

All renters acknowledge they were taught the proper operation of use of all Lake Adventures equipment in detail. Renters acknowledge that emergency procedures for all equipment in their possession were explained at time of execution of rental contract. Renter agrees not to alter or disregard any safety equipment issued by Lake Adventures including but not limited to kill switch (Jet Ski), fire extinguisher, safety whistle, etc. Renter agrees to and understands that all life vests shall be worn at all times for all passengers and operators while equipment is in motion.

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 the participant, _____, and Lake Adventures agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will 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 damage to equipment or facilities occurs as a result of my, or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

In the event any provision contained within this Waiver and Release of Liability shall be deemed to be separable 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 the agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a Court should find that any provision of this agreement to be invalid or unenforceable, 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.

I agree to never disturb or feed any of central Florida's wildlife in their natural habitat. It is illegal and extremely dangerous to feed alligators. I hold harmless Lake Adventures for any and all injury that I may experience due to interaction with local wildlife, including and not limited to: trees, plants, eagles, osprey, blue herons, raccoons, gators, turtles, etc.

Being the parent and or legal guardian of _____ (a minor), I do hereby agree to allow said minor to participate in activities on all Premier Lake Adventures rental equipment. I accept all responsibility for any personal injury to minor. I also accept all responsibility for any and all equipment damage caused by minor during this rental agreement.

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 Waiver and Release of Liability and a contract, and that I am signing it of my own free will.

I acknowledge that I have carefully read this Waiver and Release of Liability and fully understand that it is a Release of Liability. I expressly agree to release and discharge Lake Adventures 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 Lake Adventures for personal injury or property damage.

Participant's Name: _____ Date: _____

Participant's Address: _____

Signature: _____ Phone Number: _____