

**CONTRACTUAL ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS
AND LIABILITY WAIVER AND RELEASE AGREEMENT**

IN CONSIDERATION of being allowed to participate in the water sports events and activities and /or being provided with water sports recreational property or services for myself and/or my minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all, of the risks of participating in the water sports activity to which I am about to engage include (1) changing water flow, tides, currents, wave action, and ship' wakes; (2) collision with any of the following: other participants, the water craft, other water craft, and manmade or natural objects; (3) wind shear, inclement weather, lightning, variances and extremes of wind, weather temperature; (4) my sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (5) collision, capsizing,, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (6) the presence of insects and marine life forms; (7) equipment failure or operator error; (8) heat or sun related injuries or illness, including sunburn, sunstroke, or dehydration; (9) fatigue, chill and / or dizziness which may diminish my / our reaction time and increase the risk of an accident.

2. I specifically acknowledge I have been trained in the safe use of the water sport equipment to my complete satisfaction, and I am physically/mentally able to participate in the water sport activities, which I am about to engage.

3. CONTRACTUAL / EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I FULLY AGREE TO ASSUME ALL responsibility for all the risks of this activity to which I am about to engage, whether identified above or not. **(I FULLY UNDERSTAN THAT I UNDERTAKE EVEN THOSE RISKS RISING OUT OF NEGLIGENCE OF THE RELEASEES NAMED BELOW.)** My/Our participation in this activity is completely voluntary. I assume full responsibility for myself and ANY of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property, and expenses thereof as a result of any accident which may occur while I/we participate in the activity.

I COMPLETELY UNDERSTAND AND AGREE TO FULLY ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE; EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

I agree to comply with all regulations with respect to the rules of the road in navigating a vessel and agree to wear, at all times, a U.S. Coast Guard approved personal flotation device (life jacket) while participating in the activity or riding any watercraft.

4. I HEREBY RELEASE BAYSIDE BOAT RENTALS ITS/THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AN ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS. IF ANY, FROM AND ALL LIABILITY OF ANY NATURE, FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I have read this assumption and acknowledgement of risks and release of liability agreement. I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document, I am waving valuable legal rights including any and all rights I may have against the owner, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTIIPATER IN THIS AVTIVITY TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

PRINT Participant's Name

EMERGENCY CONTACT

NAME _____

PHONE # _____

SIGNATURE of Participant

IF DRIVER/RIDER is UNDER 18years old
PRINTED NAME of PARENT /GUARDIAN

IF DRIVER/RIDER is UNDER 18years old
SIGNATURE of PARENT /GUARDIAN

Today's DATE _____

AGE of Participant _____ years old

Bayside Boat Rentals / Chad Cutlip Inc.

5307 Coastal Hwy - Ocean City, Maryland 21842 - 410-524-1948

LEGAL Parent / Guardian PHOTO ID confirmation

RETURN – email bbr2005@yahoo.com

I, _____ am either the LEGAL PARENT / GAURDIAN
(PRINT FULL NAME of Parent / Guardian)

of _____, and I give my permission / consent for
(Print full name of minor driver)

my legal Son / Daughter to rent & drive a jet ski from the above named company.

I release above said company from ANY and ALL liabilities in regards to this rental.

I have also fully read, understand and agree to the liability agreement, which I have also signed.

I agree to pay for any and all damages in full that may result from this rental.

X _____
Signature of **LEGAL PARENT / LEGAL GAURDIAN**

X _____
Date

Signature of **MINOR DRIVER**

Date

**PLEASE PLACE ID OF LEGAL PARENT OR LEGAL GUARDIAN IN THE BOX BELOW AND
THEN FILL OUT THE NECESSARY SPACES BEFORE SENDING IT BACK TO US.**

 (DRIVER PHOTO ID)

(PARENT PHOTO ID) 