

**CONTRACTUAL ASSUMPTION ACKNOWLEDGMENT OF RISKS,
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:

ACKNOWLEDGMENT 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 boats' 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 and 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 illnesses, 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.

I specifically acknowledge I have received pre-ride/rental instruction on the safe use of the water sport equipment (FWC approved training) to my complete satisfaction, and I am physically/mentally able to participate in the water sport activities to which I am about to engage pursuant to F.S. 327.39 (2001).

CONTRACTURAN/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 UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASES NAMED BELOW). My/Our participation in this activity is completely voluntary. I assume full responsibility for myself and any of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illness, paralysis, death, loss of personal property and expense 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 OTHERS AND/OR THE RELEASES 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 floatation device (life jacket) while participating in the activity or riding in any water craft.

I HEREBY RELEASE CLINKERS LTD., d/b/a/ LYMAN HARBOR ITS/THEIR PRINCIPALS, DIRECTOR, OFFICERS, AGENTS, EMPLOYEES, AND GOVERNMENTAL: AGENCY UPON WHOSE PROPERTY AN ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS; IF ANY FROM ANY AND ALL LIABILITY OF ANY NATURE, FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY 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 RELEASES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I have read this assumption and acknowledgment of the 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 waiving valuable, legal rights including any and all rights I may have against the owner, this operator named above, or their employees, agents, servants or assigns. **I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THIS ACTIVITY 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).**

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|--|--------------|----------------------------------|--|
| _____ Participant's Name (Please Print) | _____ Age | _____ Participant's Signature | _____ Signature of Parent/Guardian (Required if under 18yrs. of age) |
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|--|--------------|----------------------------------|---|
| _____ Participant's Name (Please Print) | _____ Age | _____ Participant's Signature | _____ Signature of Parent/Guardian (Required if under 18yrs of age) |
|--|--------------|----------------------------------|---|

****IF UNDER 18 PARENTS MUST SIGN!****

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|----------------------------|--------------|--------------|
| _____ Emergency Contact | _____ Ph. | _____ Ph. |
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(2 Customers Per Page, Fill out another page and staple if more than 2 riders.)