

CRAB ISLAND WATER SPORTS, LLC

1198 Miracle Strip Parkway
Fort Walton Beach, FL 32548

WAIVER AND UNCONDITIONAL GENERAL RELEASE FROM LIABILITY

Please read this agreement (the “WAIVER”) carefully BEFORE DECIDING TO PARTICIPATE. By signing this document and initialing the required sections, YOU ARE EXPRESSLY AGREEING TO HAVE KNOWINGLY, FULLY AND TOTALLY RELEASED CRAB ISLAND WATER SPORTS, LLC and its employees, managers, members, vendors, assigns, or anyone else related in any way to CRAB ISLAND WATER SPORTS, LLC (hereinafter “Crab Island Water Sports, LLC” or “the Released”) FROM ANY AND ALL CLAIMS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE AND/OR INTENTIONAL MISCONDUCT, arising out of any act, omission, or condition existing prior to the signing of the WAIVER, and extending to include any act, omission, or condition in any way connected with your participation in (including transit to and from) water sports activities including, but not limited to Boat, Pontoon Boat, Jet Ski, Waverunner, Kayak, Float Mat or Paddleboard (“watercraft”) rental, use and operation, occurring at any point in the future from the activities in which you are about to purchase/engage from the Released (the “water sports activities”).

A. EXPRESS ASSUMPTION OF ALL INHERENT RISKS OF WATER SPORTS ACTIVITIES

There are numerous risks inherent in and associated with participation in water sports activities. By executing this WAIVER, you are acknowledging that participation in water sports activities is an inherently dangerous activity that involves risks of death and/or serious bodily injury that cannot be prevented or avoided even by the exercise of reasonable care. The following list, though not exhaustive, exemplifies many of the types of risks and potential injuries you could encounter in connection with your participation in water sports.

- changing water flow, tides, currents, wave action, eddies, whirlpools, and vessel wakes;
- collision with other participants; collision with watercraft, whether owned or operated by the Released, collision with man-made or natural objects;
- the negligent actions and/or omissions of other participants;
- your own actions and/or omissions, your level of competency as to the activity, and your own physical and mental conditions;
- your sense of balance, physical coordination, ability to operate equipment, and ability to swim;
- wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- collision, capsizing, sinking, falling, slipping or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into any body orifices, and/or drowning;
- the presence of insects, wild animals, as well as dangerous plant life, bacteria, amoebas, and marine life forms;
- equipment failure, improper use of equipment and/or impacting equipment;
- heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;

- fatigue, chill, shock and/or dizziness which may increase your reaction time.

By initialing this section and executing this WAIVER below, you are agreeing that you have reviewed the preceding non-exclusive list of sample inherent risks involved in your participation in water sports activities, and with full knowledge and understanding, you are voluntarily agreeing to engage and participate in such water sports activities and to **VOLUNTARILY AND EXPRESSLY ASSUME THE RISK OF SERIOUS BODILY HARM, PERSONAL INJURY, DEATH OR DAMAGE** resulting from any and all inherent risks while participating and engaging in (including transit to and from) these water sports activities. By expressly assuming ANY AND ALL INHERENT RISKS involved with these water sports activities, you are voluntarily relinquishing the ability to seek or collect damages from the Released due to any personal injury, claim, or incident occurring or in any way related to or arising from the inherent risks of your involvement in these water sports activities.

INITIAL _____

B. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING

BY SIGNING THIS WAIVER, YOU HEREBY RELEASE AND HOLD HARMLESS CRAB ISLAND WATER SPORTS, LLC FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATION/S OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY YOU AND/OR ANY MINOR CHILDREN FOR WHOM YOU ARE A PARENT, LEGAL GUARDIAN, OR WHOM YOU ARE OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF CRAB ISLAND WATER SPORTS, LLC OR OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF CRAB ISLAND WATER SPORTS, LLC TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN ME ON THE OPERATION OF THE WATERCRAFT. AS PART OF THE CONSIDERATION FOR USING THE WATERCRAFT, I PROMISE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST CRAB ISLAND WATER SPORTS, LLC FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL, OPERATION AND USAGE OF THE WATERCRAFT. IT IS THE INTENT OF THIS WAIVER TO FULLY AND COMPLETELY RELEASE CRAB ISLAND WATER SPORTS, LLC FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

INITIAL _____

C. INDEMINITY AGREEMENT STATEMENT

By initialing this section and executing this WAIVER below, you are further agreeing to hold harmless and to indemnify the Released against any and all claims, demands, losses, damages, causes of action, judgments, costs, expenses, attorneys' fees, and other liabilities, including those from third parties, arising out of or relating to your participation in any water sports activities and/or presence

upon the property on which they are located, even if caused by the active or passive negligence of the Released, but excluding any gross negligence or intentional misconduct. By agreeing to indemnify the Released for the acts, occurrences, and expenses as contained within this subsection you are knowingly and voluntarily agreeing that you may be required to reimburse or provide the cost of a legal defense or representation for the Released for any expenses or actions it has to take arising out of your participation in these water sports activities.

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D. WAIVER AND RELEASE OF LIABILITY

By initialing this section and signing this WAIVER below, **YOU ARE AGREEING TO KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVE ANY AND ALL CLAIMS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT**, against the Released arising out of any act, omission, or condition existing prior to the signing of the WAIVER, and extending to any act, omission, or condition in any way connected with your participation in (including transit to and from) these water sports activities occurring at any point in the future. THIS WAIVER AND RELEASE OF LIABILITY IS EXPRESSLY PROVIDED TO EXCULPATE THE RELEASED FROM THOSE LIABILITIES WHICH ARE SEPARATE FROM AND IN ADDITION TO THE POTENTIAL LIABILITIES CREATED BY THE RISKS INHERENT IN WATER SPORTS PARTICIPATION. Furthermore, by initialing and signing this waiver below, you are binding your spouse, heirs, assigns, and any similarly situated personal or legal representative to the WAIVER's terms.

INITIAL _____

E. DECLARATION OF COMPETENCY AND INTENT TO BE BOUND

By initialing this section and signing this WAIVER below, you are signifying that you have read first, then initialed, all sections contained within this WAIVER. You are further signifying that you are voluntarily agreeing to execute this WAIVER and release, and that you understand the legal implications and consequences of doing so. If there are any aspects of this WAIVER with which you do not have a full and complete understanding, you are encouraged to ask or inquire with the Released BEFORE initialing this section or signing this WAIVER.

INITIAL _____

F. UNCONDITIONAL GENERAL RELEASE FROM LIABILITY

Your signature below reflects your express assent to be bound to the terms of this WAIVER. Please carefully review each section again and ensure that you fully understand the implications of this WAIVER.

INITIAL _____

G. DISPUTE RESOLUTION

Any dispute under this WAIVER shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

INITIAL _____

H. LATE FEES

We charge \$75.00 dollars for every 30 minutes you are late per Jet Ski and \$100 for every 30 minutes your pontoon boat is late. We give you a five to ten-minute grace period, at which time you will be charged a late fee. Your time start from when you are placed in the water.

INITIAL _____

I. DAMAGES TO EQUIPMENT

By signing this WAIVER, you agree to pay for any damage caused to any vehicle, equipment, or facility of the Released.

INITIAL _____

J. ENTIRE AGREEMENT

In entering into this WAIVER, you are not relying on any oral or written representations or statements made by the Released with respect to the safety of Water Sport activities but rather upon your own judgment and ability and what is set forth in this WAIVER.

INITIAL _____

K. PROTECTIVE WETSUIT REFUSAL AGREEMENT

By signing this waiver you, for yourself and/or on behalf of your child or legal ward, have been fully warned and advised by Crab Island Water Sports, LLC that you should wear a properly fitted wetsuit bottom, or clothing that provides equivalent protection, while riding or being around personal watercraft (e.g. jet skis, waverunners, etc.) in order to protect against injuries and/or death caused by water from the jet thrust nozzle being forced into the rectum or vagina. You understand that by not wearing a properly fitted wetsuit bottom, or clothing that provides equivalent protection, you will be going against manufacturers’ requirements and putting yourself at an increased risk for injuries, and is against the advice of Crab Island Water Sports, LLC.

INITIAL _____

Printed Name of Adult Participant

Signature of Adult Participant

DATE

Printed Name of Agent/Witness

Signature of Agent/Witness

DATE

***EACH ADULT PARTICIPANT MUST INDIVIDUALLY SIGN A WAIVER. SEE FOLLOWING SUPPLEMENTAL FORM FOR LIMITED WAIVER FOR MINOR CHILDREN (“SUPPLEMENTAL WAIVER”).**

**WATER SPORTS PARTICIPATION LIMITED RELEASE
FROM LIABILITY – MINOR CHILDREN (under 18)**

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CRAB ISLAND WATER SPORTS, LLC (THE “RELEASED”) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM CRAB ISLAND WATER SPORTS, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND CRAB ISLAND WATER SPORTS, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**EFFECT OF FLORIDA LAW ON A LEGAL GUARDIAN'S ABILITY TO WAIVE
CLAIMS OF NEGLIGENCE ON BEHALF OF COMMERCIAL ENTITIES FOR
INJURIES, DEATH OR LOSS EXPERIENCED BY THEIR MINOR CHILDREN**

This supplemental waiver for minor children (“SUPPLEMENTAL WAIVER”) does not waive your minor child’s ability to recover against the Released for injuries, damages, or other loss occurring to the minor child, brought on behalf of the minor child by either you as natural guardian, personal

representative, or guardian ad litem based on the negligence of the Released. By initialing this section and signing the SUPPLEMENTAL WAIVER below, you are knowingly and voluntarily agreeing, and expressly acknowledging, that you have read the statement above regarding the waiver of your ability, as well as that of your minor child or his/her representative, to recover against the Released for any PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. As provided by Fla. Stat. Section 744.301(3)(b) (2012), the term natural risk or otherwise construed as an “inherent risk” of the activity means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner. The term includes, but is not limited to the failure by the activity provider to warn the natural guardian or minor child of an inherent risk; and the risk that the minor child or another participant in the activity may act in a negligent or intentional manner and contribute to the injury or death of the minor child. The scope of this SUPPLEMENTAL WAIVER shall be coextensive with that of the Adult Participant Waiver to the fullest extent allowed by state law.

NATURAL GUARDIAN’S ACKNOWLEDGEMENT OF LIMITED RELEASE ON BEHALF OF MINOR CHILD

Your signature below reflects your express assent to be bound to the terms of this SUPPLEMENTAL WAIVER for your minor child. Your signature also represents your attestation to being the natural guardian of the minor child(ren) listed below, and possessing the legal authority to sign this SUPPLEMENTAL WAIVER on their behalf. Please carefully review each section again and ensure that you fully understand the implications of this SUPPLEMENTAL WAIVER.

Printed Name of Natural Guardian	Signature of Natural Guardian	DATE
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Printed Name of Co-Guardian	Signature of Natural Guardian	DATE
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Printed Name of Minor Child	DATE
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Printed Name of Minor Child	DATE
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Printed Name of Minor Child	DATE
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Failure of less than all natural or other legal guardians to sign this form on behalf of a minor child does not constitute a basis for waiver of the limitations granted herein