

# Cincinnati Boat Rental



## Rental, Waiver and Release of Liability Agreement

### PLEASE READ CAREFULLY BEFORE SIGNING

**NOTE: This Rental, Waiver and Release of Liability Agreement is intended to be a legally binding document. Read this document carefully and completely. You may wish to consult an attorney to obtain advice about this document. By your signature on this Rental, Waiver and Release of Liability Agreement, you indicate your acceptance of all terms and conditions below.**

**Whereas,** Floating Fun, LLC dba Cincinnati Boat Rental (*Name of Lessor*), a corporation organized and existing under the laws of the state of OHIO (*name of state*), with its principal office located at 5711 Wilmington Rd. Oregonia, Ohio 45054 (*street address, city, state, zip code*), referred to herein as **Company** has arranged for you to rent the following described property (each item being hereinafter jointly and severally called the **Equipment**):

- ☒ 19' Maxum runabout;
- ☐ 24' Thompson Cruiser;
- ☐ Kayak;
- ☐ PWC; or
- ☐ Inflatable with tow rope; and

**Whereas,** the rate of rental shall be as follows:

- ☒ 19' Maxum runabout -- \$300 per day;
- ☐ 24' Thompson Cruiser— \$400 per day;
- ☐ Kayak -- \$50 per day;
- ☐ PWC -- \$300 per day; or
- ☐ Inflatable with tow rope —\$\_\_\_\_\_ per day; and

**Whereas,** all persons renting and/or using the rented item are required to sign and agree to the terms of this **Rental, Waiver and Release of Liability Agreement** prior to rental of the Equipment;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and as an express condition to your rental or use of the Equipment, the undersigned hereby agrees to the following:

1. The undersigned is aware that participation in the operation of a boat, boating as a passenger, water sports such as tubing, water skiing and/or the use of a Kayak and the use of "PWC" (personal watercraft), and all associated

Equipment in water sporting activities, involves the risk of injury or even death. The undersigned is also aware that there is a risk of negligence by the Company or agents of the Company, including the failure by the Company or agents of the Company to safeguard or protect me from or warn me of the risks, dangers and hazards of the participation in water sports activities using the Equipment. I freely accept and fully assume all risks, dangers and hazards associated with the renting and use of the Equipment described above to participate in water sports activities, including the possibility of loss, personal injury or death resulting therefrom. These risks may include property damage, personal injury and death, which may result in part from turbulence, mechanical or equipment malfunctions, water sports accidents, risk of drowning, water, reefs, rocks, serious lacerations or other accidents. **The undersigned, after careful consideration, expressly assumes these risks and agrees to release the Company and its directors, officers and employees from any and all liability associated with these risks.**

2. The undersigned hereby agrees to indemnify and hold Company and its officers, directors, agents and/or employees harmless from any and all liability for any property damage or personal injury to any third party resulting from use of the Equipment in water sports activities.

3. The undersigned hereby **WAIVES AND RELEASES ANY AND ALL CLAIMS AND DEMANDS OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PERSONAL INJURY, DEATH or OTHERWISE, WHETHER OR NOT IMMEDIATELY APPARENT**, which the undersigned may, now and forever, have against the Company and/or its officers, directors, agents and employees, resulting, directly or indirectly, from the use of the Equipment in any manner whatsoever including, but not limited to, the use of the Equipment in water sports activities.

4. The undersigned hereby acknowledges that he/she is **responsible for their own suitability to use the Equipment in water sports activities and is hereby strongly encouraged to consult a physician prior to participation in water sports activities with said Equipment should they have any concerns such as, but not limited to, pregnancy or physical impairment; including but not limited to swimming ability.**

5. When engaging in the rental or use of the Equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the Equipment rented for the entire rental period and to pay all repair and/or replacement costs for any item of Equipment that is damaged or stolen during the rental period.

6. This Waiver and Release of Liability Agreement shall be governed and construed by the laws of the state of OHIO (Name of State).

7. If any provision of this Waiver and Release of Liability Agreement shall be held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity.

8. **COMPANY IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP.** Company further disclaims any liability for loss, damage, or injury to the undersigned or third parties as a result of any defects, latent or otherwise, in the Equipment whether arising from Company's negligence or application of the laws of strict liability. The undersigned hereby leases the Equipment "AS IS" on an all faults basis.

9. By signing below, the undersigned (or, if the undersigned is under the legal age of 18, the legal guardian of the undersigned) has read, considered and expressly agreed to all of the terms and conditions of this Waiver and Release of Liability Agreement as of the date written below. This Waiver and Release of Liability Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

Witness my signature this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Printed Name of Customer)

\_\_\_\_\_  
(Signature of Customer)

\_\_\_\_\_  
Witness

Please sign below to include all under age passengers/participants.

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

\_\_\_\_\_  
(Signature of Parent or Guardian)