

## RELEASE, WAIVER AND INDEMNITY AGREEMENT

I recognize that the term "Key Sailing, Inc." referred to herein shall be deemed to include without limitation all of the following: employees, subcontractors, agents and/or representatives of Key Sailing, Inc. I recognize that the term "sport(s)" referred to herein shall be deemed to include without limitation all of the following: parasailing, kayaks, bicycling, sail boats, personal water craft, eco-touring, and/or the rental, operation or use of same. The term "I" or "me" may also refer to "We" or "us" if there is more than one undersigned. I understand that my agreement is with Key Sailing, Inc., a Florida corporation. The undersigned hereby acknowledges having been informed by Key Sailing, Inc. that sports are potentially hazardous activity and is/are willing to assume the risk of such hazardous activity. I recognize that such risks include but are not limited to negligence of Key Sailing, Inc., negligent and intentional acts of others not a party to this agreement.

In consideration of Key Sailing, Inc. taking me on a sport and/or renting any sport equipment to me, I willingly and knowingly execute this Release, Waiver and Indemnity Agreement with the express intention of waiving, releasing and discharging Key Sailing, Inc. from any and all claims and/or lawsuits of whatever kind of nature, which I may now have, may have in the future, or which may ever exist as a result of anything arising out of or in connection with sports. This waiver, release and discharge applies even if Key Sailing, Inc. is negligent. I further agree to indemnify Key Sailing, Inc. for any and all claims, losses or expenses including without limitation reasonable attorney fees arising out of my participating in sports or the use of Key Sailing, Inc.'s sport equipment.

It is my intention that this Release, Waiver and Indemnity Agreement be binding upon me, my spouse, my heirs, legal representatives and assigns, and anyone else who may make a claim on my behalf or because of me, as a result of my involvement or participation in and of the above-mentioned sports; even if I suffer the loss of money, property, health, or life, irrespective of who is or may be at fault, or whose negligence may have caused the loss thereof, including the negligence of Key Sailing, Inc.

In the event that I receive any first aid and/or urgent care treatment because of my participation in connection with any sports, I specifically waive, release and discharge Key Sailing, Inc., any individual, whether professional person or not, and any person who has any responsibility or liability for the actions of those people, from any claims or lawsuits arising out of treatment rendered to me before, during or after my engagement and participation in connection with any of the above-mentioned sports, even if any party treating me is negligent.

I assume and shall bear all risks of loss to, theft or destruction of, or damage to, any sports equipment including overheating, occurring while said equipment is in my possession and in my control; REGARDLESS OF THE CIRCUMSTANCES UNDER WHICH SUCH DAMAGE MAY OCCUR. I agree to pay for any lost rental income for the period of time the rental item is out of service due to damage for which I am responsible. I further agree to pay for any costs incurred in the retrieval of rental item rented to me which are left anywhere but Key Sailing, 400 Quietwater Beach Road, Pensacola Beach, FL 32561. I agree to pay all costs, including reasonable attorney's fees, incurred by Key Sailing to collect any sums due from me. I agree to pay interest at the rate of 18% per annum on all sums I owe to Key Sailing, Inc.

I understand and agree that this Release, Waiver and Indemnity Agreement is intended to provide Key Sailing, Inc., the maximum protection that the laws of the State of Florida permit, and that if any part of this Agreement is held to be invalid, the remaining provisions shall continue in full force and legal effect. I agree that exclusive jurisdiction and venue for any lawsuit arising out of this agreement or the dealings between us shall be in the state courts located in Escambia County, State of Florida.

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions: Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heat disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs. I hereby declare that I have no physical or mental condition that should preclude me from participation in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness. I declare that to the best of my knowledge I am not pregnant as I understand that there is no activity I could participate in at Key Sailing. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind I will notify Key Sailing staff.

KEY SAILING IS NOT RESPONSIBLE FOR YOUR PERSONAL EFFECTS. LIFE VESTS MUST BE WORN AT ALL TIMES.  
ABSOLUTELY NO REFUNDS FOR ANY REASON.

**I HAVE READ EACH AND EVERY WORD OF THIS DOCUMENT CAREFULLY. I FULLY UNDERSTAND WHAT IS CONTAINED HEREIN, I CONFIRM THAT I WILLINGLY AND KNOWINGLY SIGN THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT.**

**ALL PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE THE FOLLOWING PERMISSION OF A PARENT OR LEGAL GUARDIAN:**  
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

PARENT/GUARDIAN Print & Sign \_\_\_\_\_ DATE: \_\_\_\_\_

The Following Section will be filled out by Key Sailing

Print and Sign: \_\_\_\_\_

ADDRESS & PHONE NUMBER: \_\_\_\_\_

Print and Sign: \_\_\_\_\_

Print and Sign: \_\_\_\_\_

Print and Sign: \_\_\_\_\_

Boat: \_\_\_\_\_ Deposit: \_\_\_\_\_ Time Out: \_\_\_\_\_ L.O.R.: \_\_\_\_\_ Total: \_\_\_\_\_

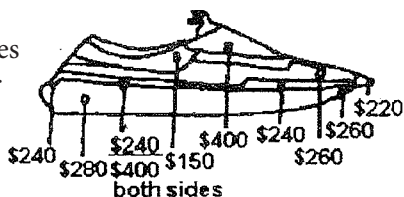
Key Sailing Inc. Personal Water Craft Operating Rules

VIOLATION OF ANY OF THE FOLLOWING RULES WILL BE CAUSE FOR IMMEDIATE TERMINATION OF RENTAL AND POSSIBLE FINES AND/OR CITATIONS.

ABSOLUTELY NO REFUNDS — NO EXCEPTIONS • WE RESERVE THE RIGHT TO REFUSE SERVICE TO ANYONE.

- I fully understand that a Type III Life Jacket (vest) must be worn and stay on at all times while riding the PWC (personal watercraft) for both the operator and passengers.
Anyone operating a motorized vessel must have a photo ID with them. Also a boating License with them if born after Jan 1, 1988.
In the event of any collision or contact with any persons or objects, however minor, you must immediately come to the beach and notify the attendant.
All boats, including personal watercraft, must operate at "idle speed" within 300 feet of the shoreline, docks, fixed structures, and observe the "No Wake" zone.
Maintain a safe distance of at least 150 feet from all other riders and boaters in the area.
Never follow other riders or let them follow you as it can be very dangerous, WAVERUNNERS ARE NOT EQUIPPED WITH BRAKES.
The PWC is steered by jet thrust. You must give it some throttle in order to turn it. If you let off the throttle and turn the handlebars you will not turn. You must give it gas to turn.
Do not apply the throttle when anyone is standing or swimming toward the rear of the PWC. Water and/or debris exiting jet thrust nozzle can cause serious injury.
Severe internal injuries can occur if water is forced into body cavities as a result of falling into water or being near jet thrust nozzle.
Be alert and aware of all other watercraft in the area at all times and, in particular, stay away from the parasail boat.
Do not turn sharply without first checking in all directions, particularly behind you.
Do not change operators or passengers without the beach attendant's prior knowledge (All operators must sign rental contract before driving).
Passengers will be allowed only at the discretion of the attendant on duty.
Drive slowly when small children are on board, especially in choppy waters.
You must immediately pick up a fallen passenger.
Do not spray another operator or any other vessel.
You must stay inside the designated area.
As the individual renting equipment, I am responsible for any and all damages or loss of parts while equipment is in my possession.
I agree to inspect the equipment and point out any cosmetic damage to the attendant prior to my using it.
In the event of a collision, I agree to immediately pay the lower of two professional damage estimates.
I understand there are no refunds for any reason.
I fully understand the operational instructions of the PWC (Personal Water Craft).

Here are some examples of minimal charges for cosmetic damage:



These are minimal repair estimates based on cracks, four inches or less. Cracks longer than four inches will be billed at \$20 per inch.

I assume full responsibility for any damages caused to the ski while it is in my care, custody and control and I agree to pay the Lessor for any loss of or damages to said ski incurred while in my custody except that by initialing "Accept Collision Damage Waiver" I agree to pay the additional fee of \$5.00 per day in return for which Lessor agrees to waive all claims against me in excess of \$250.00 deductible to collision damage to the ski ONLY, provided it is operated in conformity with Lessors rules and regulations.

PLEASE INITIAL: Accept Collision Damage Waiver
Decline Collision Damage Waiver

If you do not understand any part of the above rules and regulations, please ask your attendant for clarification before signing this document. Your signature below indicates that you agree to all of the above terms and conditions.

Print & Sign:
Print & Sign:
Print & Sign:
Print & Sign: