



JIT Services LLC. / Rock and Dock Marina Liability and Assumption Risk Waiver

Acknowledgement of Risk, Assumption of Risk and Responsibility, and release of Liability

WARNING: There are significant elements of risk in any adventure, sports or activity associated with the outdoors, the presence or use of motorized watercraft, including but not limited to boats, jet skis, kayaks, and other forms of personal watercraft activities incidental thereto (referred to herein as "activity"). This activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or cause accidental injury, illness or in extreme cases, permanent trauma or death. For your safety, and that of other participants, prior to using watercraft it is important that you understand applicable boating laws and rights of way. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISK: I acknowledge that the following describes some, but not all, of these risks: 1) Changing water flow, tide currents, wave action, and ships' wakes; 2) Collision with any of the following: the watercraft upon which I am the operator or passenger, other participants, other watercraft, and manmade or natural objects; 3) Wind shear, inclement weather, lighting, variances and extremes of wind, weather and temperature; 4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to elements, hypothermia, and/or drowning; 6) Getting in or out of the craft; 7) Travel, including travel to or from the activity; 8) The presence of insects and marine life forms; 9) Equipment failure or operator error; 10) Heat or sun related injuries or illness including sunburn, sunstroke, or dehydration; 11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident.

I am aware that this activity may entail risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I acknowledge my responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters and people. I agree to assume responsibility for the risks identified herein and those risks and losses which may befall me in connection with craft rental, riding, water-skiing or kayaking. I am aware of the risks and hazards inherent in watersport activities, including but not limited to the standard risks and hazards associated with boating, personal watercraft, kayaking and water-skiing. My participation in this activity is purely voluntary. No one is forcing me to participate. I verify that I am physically fit, am not under the influence of alcohol or drugs at this time, and am sufficiently qualified, trained and capable to participate in these activities. I assume full responsibility for myself, including any minor children for whom I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur. I elect to participate in spite of the risks. I am responsible for protecting my skin and eyes from the elements. I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in the activity. This is a basic for safety precaution and is required. Participation includes riding in the watercraft as a driver or as a passenger. I assume the risk of personal injury, accidents and/or illness including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, drowning, oxygen shortage (anoxia), and/or exposure; head, neck and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock paralysis or death.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I agree to any film or photographs of me as a participant, and that these become the property of JIT Services and can be used for promotional or commercial purposes.

RELEASE: In consideration of services or property provided, for myself, and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree to indemnify, save and hold harmless JIT Services and the Rock and Dock Marina and their directors, principles, agents, officers, employees, volunteers, partners, parent, subsidiary, affiliated predecessor and successor corporations (hereinafter collectively referred to as "Corporation") their expenses including reasonable attorney's fees incurred by the Corporation in response to any loss, claim, action or proceeding of any kind, which may be presented or initiated to recover money, property or damages for any injuries, including death, to my person or any other person or property as a result of any act, omissions or negligence of the "owner," "operator," or any other person or property as a result of any act, omissions or negligence of the "owner," "operator," of the rental craft, while engaged in, or en route to or from any and all activities including, but not limited to, riding, water-skiing or kayaking, including, loss or damage caused by fire, water, theft or any other cause whatsoever. I hereby release and discharge owner and insurer, if any, for any such damage.

I understand that this extends to and applies to any personal injuries, injurious results; damages or losses which I, myself, may experience or sustain while I am engaged in or en route to or from riding, water skiing or kayaking, or craft rental. I covenant for myself, my estate, my executor, heirs and assigns not to file suit or initiate any claim procedure in respect to any personal injuries, property damages or losses I may experience or sustain arising directly or indirectly from craft rental, riding, water skiing or kayaking.