

**Keg Creek Watersports
3780 Dogwood Ln
Appling, Ga 30802
(706) 339-0386**

Waiver, Release of Liability and Assumption of Risk Agreement (EXHIBIT "A")

I. DISCLAIMER: YOU MUST BE AT LEAST 18 YEARS OF AGE TO RENT ANY WATERCRAFT OR HAVE THE CONSENT OF LEGAL PARENT OR GUARDIAN! ANYONE BORN AFTER JANUARY 1, 1998 SHALL NOT OPERATE ANY MOTORIZED WATERCRAFT AT ANY TIME WITHOUT PROOF OF THE COMPLETION OF A BOATER'S SAFETY COURSE RECOGNIZED BY GEORGIA DNR

This Waiver, Release of Liability and Assumption of Risk Agreement (hereinafter the "Rental Agreement") is applicable to all renters, operators, passengers, and any other users of personal watercraft, paddleboards, kayaks, canoes, and boating equipment and accessories (hereinafter collectively the "Watercraft") provided by Keg Creek Watersports, LLC, a Georgia limited liability company (hereinafter "Concessionaire") as well as any other affiliated entities or individuals thereunder. For purposes of this Rental Agreement, the term Concessionaire shall include all members, managers, officers, employees, agents, representatives, assigns, successors, insurers and subsidiaries of Concessionaire. You agree that you are also signing this Rental Agreement on behalf of any minor children for whom you are the parent, guardian, or whom you are otherwise responsible for the care, custody or control. You agree that you will disclose to Concessionaire all potential renters, operators, passengers and users of the Watercraft. You further agree that in the event that you fail to notify Concessionaire of all potential renters, operators, passengers or users of such Watercraft, you will be personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the gross negligence of Concessionaire.

II. EXPRESS ASSUMPTION OF RISK - CAUTION!! READ BEFORE SIGNING

I, _____ (Please print full name) ACKNOWLEDGE THAT THE RENTAL, OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY, DEATH, DROWNING OR PROPERTY LOSS OR DAMAGE. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN SUCH ACTIVITIES. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT INCLUDING THOSE ACTIVITIES I FEEL UNCOMFORTABLE WITH OR WHICH I DETERMINE CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF CONCESSIONAIRE, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION AND USE OF THE WATERCRAFT.

III. RELEASE/ COVENANT NOT TO SUE - CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS, CONCESSIONAIRE AND COLUMBIA COUNTY, GA FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATIONS, OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF CONCESSIONAIRE AND/OR COLUMBIA COUNTY, GA 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 CONCESSIONAIRE OR COLUMBIA COUNTY, GA 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 CONCESSIONAIRE OR COLUMBIA COUNTY, GA 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 RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE

CONCESSIONAIRE AND COLUMBIA COUNTY, GA FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

IV. INDEMNITY I LIABILITY TO THIRD PARTIES-CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CONCESSIONAIRE AND COLUMBIA COUNTY, GA FOR ALL PERSONAL INJURIES, DEATHS, PROPERTY LOSS OR DAMAGE, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT, SWIMMERS AND MINOR CHILDREN UNDER MY CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO MY RENTAL, OPERATION, OR USE OF WATERCRAFT PROVIDED BY CONCESSIONAIRE OR COLUMBIA COUNTY, GA, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF CONCESSIONAIRE OR COLUMBIA COUNTY, GA. THIS INDEMNITY OBLIGATION DOES NOT INCLUDE LIABILITIES CAUSED BY OR RESULTING FROM THE SOLE NEGLIGENCE OF CONCESSIONAIRE OR COLUMBIA COUNTY.

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the Watercraft from Concessionaire. I am capable in all aspects of the handling and operation of such Watercraft and following all safety instructions provided by Concessionaire. I agree not to use, nor permit the use of the Watercraft (a) for any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; (d) in violation of the safety instructions I received from Concessionaire; or (e) in violation of the Rental Policy and Operation Procedures attached hereto. I expressly agree that Concessionaire and Columbia County, GA shall not be liable for any loss or damage to any personal property left, stored or transported by me in or upon the Watercraft.

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party except as recited herein. If any provision or part of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party to this Rental Agreement.

This Rental Agreement shall be governed by and construed under the laws of the State of Georgia and venue shall be exclusively in the state law and federal law courts having jurisdiction over Columbia County, Georgia. In the event Concessionaire prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Concessionaire for its litigation expenses, including without limitation, reasonable attorney's fees and court costs. I acknowledge and agree that Concessionaire is not affiliated with Columbia County, GA or any other subsidiaries or affiliates of those entities and that this Rental Agreement is a contract solely between Concessionaire and me.

Initial: _____ your initials indicate you fully understand and accept all terms and conditions

VI. CANCELLATION POLICY, LATE FEES, & RENTER RESPONSIBILITY FOR DAMAGES

Cancellations may be made 24 hours or more prior to the scheduled watercraft rental departure time without penalty. Cancellations within 24 hours of scheduled watercraft rental departure time shall be charged 50% of agreed upon rental price. Cancellations due to NO SHOW shall be charged 100% of agreed upon rental price on the credit card on file.

I hereby voluntarily and of my own volition give Concessionaire the right to immediately charge my credit card in the event there is any damage to, accident or incident of any kind regarding the rented watercraft during the rental period. This includes damages done to the rental watercraft, motor, or equipment as a result of beaching, running aground, reckless operation, negligence, equipment loss, or violation of the rules. I understand that Concessionaire will conduct an estimate for repairs by a licensed repair company of their choosing and provide me with a copy for review. I further covenant and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card. I recognize that Concessionaire has a good faith basis for requiring this provision as it is the only way to protect them from me canceling my credit card or challenging the charges in the event of damages to the watercraft.

Initial:_____ Your initials indicate that you hereby give Concessionaire the permission to charge your credit/debit card for any damage(s) that may occur during your rental.

All damages deemed extreme by Concessionaire are subject to investigation. by the Columbia County Sheriff's Office.

VII. MISSING PERSON(S) AND/OR EQUIPMENT POLICY

In accordance with Concessionaire's insurance policy, a missing person(s) and/or equipment policy must be in place to further the safety of renters. To ensure safety of each renter, concessionaire would like to express the seriousness of potential injury and/or death due to watercraft operation and use, and therefore would like to further express the seriousness of the rental period. Concessionaire can only assume the worse if the renter has not come back at the end of the rental period, and even worse if renter has failed to contact concessionaire. Late fees will be enforced if renter is past the end time of the rental period for any other reason than that of an emergency or mechanical issue NOT caused by renter, and concessionaire will begin searching for renter after 10 minutes past the rental period. In addition to late fees, concessionaire will contact local authorities if renter is over 30 minutes past rental period end and has not attempted to contact concessionaire.

FOR EMERGENCIES, CALL 911! Renter is advised to carry a cell phone with them, there is a dry compartment conveniently located just below steering column of jet ski, and concessionaire can provide you with a zip lock bag, if available, for extra safety measures as well. For non-emergencies and mechanical issues, please contact concessionaire who will have emergency watercraft on stand by at all times if these situations do arise.

If there are mechanical issues that DO NOT arise from the renter, renter will be entitled to a full refund OR a free rental at a later date and time at the preference of the renter. If there is inclement weather that interferes with rental period, renter will be able to get a partial refund or a free rental at a later time or date to make up for the affected rental period.

VIII. CUSTOMER RESPONSIBILITY

I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS RENTAL AGREEMENT I HAVE FULLY INFORMED MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THIS RENTAL AGREEMENT, AND THAT I HAVE RELIED SOLELY ON MY OWN JUDGMENT IN EXECUTING THIS RENTAL AGREEMENT.

I HAVE READ THE TERMS OF THIS RENTAL AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE AND COVENANT NOT TO SUE, AND INDEMNITY, AND I UNDERSTAND THAT I AM WANING SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF CONCESSIONAIRE'S WATERCRAFT. I ENTER INTO THIS RENTAL AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I also understand the following provisions:

1. Use watercraft in accordance to Georgia Boating laws and regulations, including but not limited to the following laws:

- Wear a Lifejacket at all times when operating/ riding on any motorized watercraft. All non-motorized rentals must have lifejacket(s) on board per person as well as a whistle per vessel. Children 12 and under MUST ALWAYS wear life jacket on ANY RENTAL- IT'S THE LAW!
- **Stay 100 ft away** from any shoreline, other watercraft, or person(s) unless at idle speed
- Always have jet ski key lanyard attached to wrist or lifejacket

2. YOU ARE RESPONSIBLE FOR INSPECTING EQUIPMENT PRIOR TO RENTAL AND NOTING ANY VISIBLE DAMAGES BEFORE LEAVING. Return all watercraft and equipment in the same condition as when it was rented. DO NOT UNDER ANY CIRCUMSTANCE RUN JET SKI IN LESS THAN 4 FEET OF WATER! You will be responsible for damages. COST OF IMPELLER REPLACEMENT- \$280 (not including Labor Cost*)**

3. OPERATION OF WATERCRAFT WHILE UNDER THE INFLUENCE OF DRUGS AND/OR ALCOHOL WILL RESULT IN CONFISCATION OF WATERCRAFT AND CANCELLATION OF THIS AGREEMENT. FURTHERMORE, RENTER WILL NOT BE ENTITLED TO REFUND.

4. LATE FEE: All watercraft late for drop off will be charged a MINIMUM of **\$25** and an ADDITIONAL **\$100** for every hour, or part of every hour thereafter. IN ADDITION:

***LOCAL AUTHORITIES WILL BY CONTACTED IF PARTICIPANT IS MORE THAN 30 MINUTES LATE (PAST RENTAL PERIOD) AND HAVE NOT CONTACTED CONCESSIONAIRE, SEE SECTION VI FOR MORE DETAILS**

_____ please initial to verify understanding of provisions

All information must be completed prior to rental. Your initials below verify that you have watched and understand the DNR Boat Rental Safety Video and vessel rental orientation checklist (ONLY MANDATORY FOR JET SKI OPERATORS)

Initial Acceptance _____ (not necessary for anyone renting non-motorized equipment)

CAUTION!! READ THE ENTIRE FOUR PAGES OF THIS RENTAL AGREEMENT THOROUGHLY BEFORE SIGNING. THIS RENTAL AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL OF YOUR CLAIMS AGAINST CONCESSIONAIRE AND COLUMBIA COUNTY, GA.

Signature below indicates that you have read this entire Rental Agreement AND agree to its terms and conditions.

By my signature below, I agree that I have read and fully understand the Waiver and Release of Liability and agree to pay for any and all repair costs and other physical damages that may occur to the watercraft during my rental, operation or other use from any cause whatsoever as specifically set forth in Exhibit "A" of this rental agreement. In the event of damages to the rental watercraft, I hereby authorize Concessionaire to charge the amount of such excess damages to my credit card listed on page 3 of the rental agreement.

ACKNOWLEDGED and AGREED to the _____ day of _____, 2018.

RENTAL PERIOD: _____ to _____

PARTICIPANT'S NAME: _____ (PLEASE PRINT LEGIBLY)

DRIVER'S LICENSE NUMBER: _____ **DOB:** _____

PARTICIPANT'S SIGNATURE: _____

FOR PARENTS AND/OR GUARDIANS OF PARTICIPANT OF MINOR (under age 18 at time of participation)

This is to certify that I, parent or guardian with legal responsibility for this participant, do consent and agree to this waiver, release of liability, and assumption of risk agreement provided above, and for myself, other legal guardians, my heirs and next of kin, I release and agree to indemnify and hold harmless Concessionaire from any and all liability incidents to my minor's involvement or participation in these activities as provided above, even if arising from the negligence of Concessionaire as permitted by Law. Please print the name(s) and birthdate(s) of any minor you are claiming and hereby lawfully signing on behalf of below:

(1) Minor Participant's Full Name: _____ Age: _____

Minor Participant's Signature, if applicable: _____

(2) Minor Participant's Full Name: _____ Age: _____

Minor Participant's Signature, if applicable: _____

(3) Minor Participant's Full Name: _____ Age: _____

Minor Participant's Signature, if applicable: _____

Signature of Parent or Guardian: _____

Date: _____ Emergency Telephone Number: _____

