

NOTE: IT IS ADVISIBLE TO PRINT THIS ENTIRE SET OF DOCUMENTS SO YOU WILL HAVE A COPY TO REVIEW AT ANY TIME AND IF THERE ARE ANY QUESTIONS

PARTICIPATION, ASSUMPTION OF RISK AND RELEASE AGREEMENT

In consideration of the services of DWS Jet Ski Rentals, LLC, dba Dolphin Water Sports, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DWS"), I hereby agree to release, indemnify, and discharge DWS as follows:

1. I acknowledge that my Jet ski entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. **The risks include, among other things:** accidents involving other vehicles of any type; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle; the negligence of other operators of motor vehicles or myself; all of which could result in musculoskeletal injuries including head, neck, limbs and back injuries; the condition of roads, terrain, or highways and accidents connected with their use; contact with animals or insects; equipment failure;
3. Furthermore, DWS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities, age, insurance coverage and other issues that may or may not be disclosed at the time of a rental of Jet Ski. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DWS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of DWS's equipment, **including any such claims which allege negligent acts or omissions of DWS.**
6. Should DWS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance including physical damage and liability insurance that extends to jet ski rentals, to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. **I further certify that I am willing to assume the risk of anyone who may drive the Jet ski who is under the age of 21** or under the influence of any substance, not limited to drugs (prescription or otherwise) and alcohol.
8. In the event that I or my agent(s) file a lawsuit against DWS, or seek damages in any way, I agree to do so solely in the state of South Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
9. **Renter specifically acknowledges that only designated drivers, with valid driver's licenses and who are covered by the Renters insurance or their own, and that are of the age of 18 or older, are allowed to drive the vehicle.** Failure to abide by this requirement WILL result in loss of use of the vehicle with no refund. Primary Renter is totally responsible for any driver(s) listed herein, and is totally responsible for any non-approved drivers in the event of an accident or injury.
10. **By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against DWS on the basis of any claim from which I have released them herein.**

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Responsible Party (Print)

Print Name: _____ Signature: _____ Date: _____