

LAKE HOUSTON PARTY BOAT RENTAL WAIVER AGREEMENT

I. WAIVER AND RELEASE OF LIABILITY AGREEMENT DISCLAIMER

This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Lake Houston Party Boat Rental (For purposes of this Waiver and Release, the term "Lake Houston Party Boat Rental" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers, and subsidiaries of Lake Houston Party Boat Rental). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Lake Houston Party Boat Rental all potential operators, passengers, and users of said rental equipment. Renter further agrees that if he/she fails to notify Lake Houston Party Boat Rental of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Lake Houston Party Boat Rental.

II. ACKNOWLEDGEMENT OF RISKS

The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the boat's, other boats, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

III. EXPRESS ASSUMPTION OF RISK

The undersign herby agrees that he/she is renting, operating, or using the equipment provided by Lake Houston Party Boat Rental at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Lake Houston Party Boat Rental.

IV. ALCOHOL AND RELEASE OF LIABILITY POLICY

Here at Lake Houston Party Boat Rental, we do not sell or serve alcoholic beverages. We will allow you to bring alcohol, under the circumstances, that we will not be held accountable for any injuries sustained while under the influence of alcohol. It is also your responsibility, that if you are under the influence of alcohol, you must prepare your own transportation when offboarding Lake Houston Party Boat Rental's vessels. Methods of safe transportation include but are not limited to, ride share programs such as Uber and Lyft. Taxi services or family members/friends. Failure to do so, risk violating Texas Penal Code 49.04 Driving While Intoxicated. By signing below, you agree that you will be held accountable for all injuries sustained here at Lake Houston Party Boat Rental and that you participate at your own risk.

V. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Lake Houston Party Boat Rental from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Lake Houston Party Boat Rental, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Lake Houston Party Boat Rental shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Lake Houston Party Boat Rental shall not be responsible for such injuries, damages, loss, or theft. This Waiver and Release does not apply to gross negligence or intentional torts by Lake Houston Party Boat Rental.

VI. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Lake Houston Party Boat Rental for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boat's and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Lake Houston Party Boat Rental, even if such damages arise out of the negligence or fault of Lake Houston Party Boat Rental

VII. VIDEO/PHOTOGRAPHY RELEASE FORM

I, hereby grant permission to Lake Houston Party Boat Rental and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release Lake Houston Party Boat Rental and its legal representatives for all claims and liability relating to said images or video.

VIII. ACKNOWLEDGEMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Lake Houston Party Boat Rental with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Lake Houston Party Boat Rental for Lake Houston Party Boat Rental's negligence.

All passengers must sign this waiver before boarding any Lake Houston Party Boat rental.

Renter Name: (Print)	
Renter Name: Signature)	
Date of Rental:	

Additional Operators or Passengers			
1.		14.	
2.		15.	
3.		16.	
4.		17.	
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