

FLORENCE HARBOR MARINA WAVERUNNER (PWC)

1050 Clayborn Liles Drive, Florence, AL 35630 256-768-1299

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I the undersigned, have requested and have been granted permission to enter the premises occupied by the business FLORENCE HARBOR MARINA (hereinafter referred to as "FLORENCE HARBOR MARINA," which includes the owner(s) and/or business) and/or to rent or operate a personal watercraft (hereinafter referred to as "PWC") and/or to participate in PWC or boating activities sponsored by FLORENCE HARBOR MARINA, and in consideration of being permitted to, for any purpose: a) enter the premises occupied by FLORENCE HARBOR MARINA; b) rent and/or operate PWC or boats, and/or; c) participate in PWC or boating activities, I, for myself, my personal representative, heirs, next of kin, executors, administrators, successors, and assigns, hereby:

A. RELEASE, REMISE, AND DISCHARGE FLORENCE HARBOR MARINA, the owners and operators of the PWC and boating activities sponsored by FLORENCE HARBOR MARINA, the owners and licensors of the premises occupied by FLORENCE HARBOR MARINA and their respective servants, agents, employees, and officers (hereinafter referred to as "releasees"), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any related to my presence on the premises occupied by FLORENCE HARBOR MARINA, and/or my participation in any activities sponsored by FLORENCE HARBOR MARINA. INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE.

B. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my presence on the premises occupied by FLORENCE HARBOR MARINA, whether or not these injuries or damages were caused by the releasees' negligence.

C. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES from any loss, liability, damage, or cost that may incur, including attorneys' fees, arising from, or in any way related to, my presence on the premises occupied by FLORENCE HARBOR MARINA, my operation of a PWC rented from or owned by FLORENCE HARBOR MARINA, and/or my participation in any activities sponsored by FLORENCE HARBOR MARINA.

D. ASSUME THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE, whether due to the negligence of RELEASEES negligence, my negligence, or any other reason or factor, while upon the premises, while operating a PWC rented from or owned by FLORENCE HARBOR MARINA and/or while participating in any activities sponsored by FLORENCE HARBOR MARINA.

I agree and understand that:

1) My participation in PWC or boating activities, as with any watersport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of

PWC and/or boats. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these rules and assume the risk of harm presented by these dangers.

2) FAILURE TO OBEY AND LISTEN TO FLORENCE HARBOR MARINA INSTRUCTION WILL RESULT IN A TERMINATION OF YOUR RENTAL WITHOUT A REFUND. Florence Harbor Marina wants you to have fun, but more importantly, wants you to ride safe!

3) My presence on the premises operated by FLORENCE HARBOR MARINA and/or my participation in the PWC or boating activities organized by FLORENCE HARBOR MARINA exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, FLORENCE HARBOR MARINA, and/or others.

4) PWC or boating activities may pose an additional danger to persons with pre-existing physical injuries or conditions, or other conditions, or to pregnant women. I am not aware of any physical or mental conditions that may affect my ability to participate in PWC or boating activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.

5) I will NOT participate in any PWC or boating activities sponsored by FLORENCE HARBOR MARINA while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of FLORENCE HARBOR MARINA staff and/or Police to be impaired by said substances, I further agree that my rental will be terminated and no refund will be provided.

6) In the event of malfunction or breakdown of the craft, or if any defect occurs during the rental period, I shall immediately report any unusual problems to FLORENCE HARBOR MARINA. Continued use of the craft in any of these circumstances shall be entirely at my risk and I shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved into any accident.

7) FLORENCE HARBOR MARINA reserves the right to cancel any rental due to inclement weather or other unsafe circumstances. I acknowledge that this is entirely left to the discretion of FLORENCE HARBOR MARINA. If a ride is cancelled due to bad weather, FLORENCE HARBOR MARINA reserves the right to either pro-rate a monetary return in place of time lost or may issue a voucher for a rental another time and or date.

8) FLORENCE HARBOR MARINA will provide me with written and oral instructions concerning the operation of the PWC or other watercraft that I am renting from FLORENCE HARBOR MARINA. I will not participate in PWC or boating activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions.

9) When operating a PWC, I, the operator will allow sufficient time and distance to stop the vessel. I realize that riding a PWC is not like riding a car and I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this very important concept.

10) PWC and other jet-powered boats DO NOT STEER OR TURN WITHOUT PROPULSION. I understand that I must apply throttle to steer and turn the PWC or jet- powered boat. I will not participate in any PWC or boating activities unless I completely understand this concept. By participating, I acknowledge that I understand this concept.

11) I will have the opportunity to inspect the PWC or other watercraft that I am renting from FLORENCE HARBOR MARINA before I board the vessel. I will not participate in any PWC or boating activities until I inspect the vessel and I am satisfied with its condition. By participating, I acknowledge that I have conducted this inspection.

12) I acknowledge that FLORENCE HARBOR MARINA is not a manufacturer of the PWC/boat that I am renting and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the PWC/boat.

13) I agree that I will not allow any other person to operate the vessel that I am renting from FLORENCE HARBOR MARINA unless that person is a FLORENCE HARBOR MARINA employee or agent.

14) I agree to return the vessel that I have rented from FLORENCE HARBOR MARINA within the rental period that I negotiated. If I fail to return the vessel to FLORENCE HARBOR MARINA for any reason other than mechanical malfunction that is not caused by misuse of the vessel, I agree to pay an additional sum equal to the standard hourly rental rate (or fraction thereof) that exceeds the rental period that I negotiated.

15) IT IS MY DUTY TO ASK FLORENCE HARBOR MARINA TO EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT UNDERSTAND BEFORE I START MY RENTAL. I WILL NOT PARTICIPATE IN ANY PWC OR BOATING ACTIVITY IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY FLORENCE HARBOR MARINA.

16) I understand that I am liable for all damages and costs incurred as a result of my negligence including but not limited to damages and lost rentals due to damage to any vessel. I agree to IMMEDIATELY REIMBURSE FLORENCE HARBOR MARINA for these repairs and other costs. Most repair costs are calculated according to the repair table attached to this contract. Any damage that is not priced on the repair table is billed at actual cost to FLORENCE HARBOR MARINA plus actual installation/repair costs billed to FLORENCE HARBOR MARINA by a repair facility.

17) I understand that I am responsible for the PWC that I am renting as well as any PWC, boat, structure, or any other matter or property that I may come in contact with. If I am involved in any type of accident that damages the property of FLORENCE HARBOR MARINA I will pay them for their losses IMMEDIATELY!

18) I AGREE TO AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE AND UNDERSTAND THAT THIS AGREEMENT APPLIES TO MYSELF AND ANY AND ALL PASSENGERS LISTED BELOW. I AM GIVING CONSENT FOR ANY AND ALL PASSENGERS BELOW TO PARTICIPATE AS A PASSENGER ON THE PWC/BOAT THAT I AM RENTING FROM FLORENCE HARBOR MARINA AT THE SAME TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PASSENGER(S) LISTED BELOW.

Operator/Driver

Print Name _____ Date of Birth _____

Must be 21 years of age

Sign Here _____ Date _____

Address: _____

City: _____ State: _____ Zip Code: _____

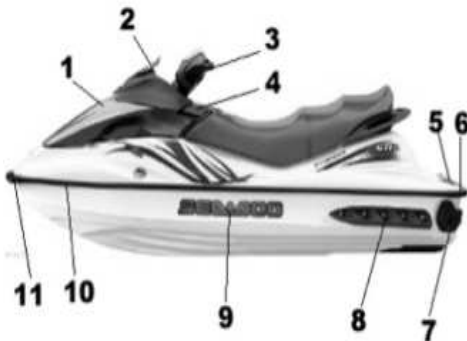
Cell Phone with YOU: _____

Emergency Contact Person and Phone Number: _____

TIME OUT: _____ Must be back by: _____

Waverunner must be driven by ONLY the person signed above and must ONLY be driven east to the Singing River Bridge and no further west than Riverfront Park, Sheffield (beginning of the split in the river / beginning of Seven Mile Island).

Don't let this happen to you! Please stay 100 feet from everything at all times!



Repair Table: Total Cost of PWC \$9,400

1. Hood	\$610	6. Corner Rub-rail	\$15	10. Side Rub-rail	\$105
2. Windscreen	\$25	7. OPAS Paddle	\$45	11. Front Rub-rail	\$40
3. Key	\$55	7a. OPAS Ass.	\$100	Fiberglass Damage	\$85 per SQ Inch
4. Reverse Lever	\$30	8. Sponson	\$95	Sm Gelcoat Damage	\$20 per SQ Inch
5. Rear Rub-rail	\$85	9. Decal	\$20	Lg Gelcoat Damage	\$70 per SQ Inch