

HOLD HARMLESS, RELEASE, WAIVER AND INDEMNITY AGREEMENT
FOR HOFFMANN WATER SPORTS, LLC

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF **HOFFMANN WATER SPORTS, LLC** USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM **HOFFMANN WATER SPORTS, LLC** IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND **HOFFMANN WATER SPORTS, LLC** HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

The undersigned hereby acknowledges having been informed by Hoffmann Water Sports, LLC (hereinafter “Released Parties”) that parasailing, paddle boarding, wind surfing, eco-touring, waverunners, banana and tube rides, and/or the rental, operation or use of water sports equipment and/or renting chaise lounges, umbrellas, and cabanas is a potentially hazardous activity and is willing to assume the risk of such hazardous activity. I recognize that such risks include but are not limited to negligence of Released Parties, its employees, subcontractors, agents, representatives and others having a relationship with Released Parties, negligent and intentional acts of others not a party to this agreement, and use of any equipment rented (including but not limited to active operation or passive use such as docking or occupancy on or in the equipment while it is stationary).

In consideration of Released Parties, its employees, subcontractors, agents, representatives, and/or anybody who works or has any relationship with Released Parties, taking me parasailing, paddle boarding, eco-touring, wind surfing, waverunning, banana and tube rides, and/or renting any water sports equipment and/or renting chaise lounges, umbrellas, and cabanas to me, I willingly and knowingly execute this Release, Waiver and Indemnity Agreement with the express intention of waiving, releasing and discharging Released Parties, and anybody who works for or has any relationship with Release Parties from any and all claims and lawsuits of whatever kind or nature, which I may now have, may have in the future, or which may ever exist as a result of anything arising out of or in connection with the hazardous activities described herein above, including but not limited to parasailing, paddle boarding, eco-touring, wind surfing, waverunning, banana and tube riding, and/or renting water sports equipment and/or renting chaise lounges, umbrellas, and cabanas, and actual or alleged transmission of a communicable disease such as COVID 19 and further agree that neither I, my heirs, legal guardians, representatives or assigns will make any claims against any of the foregoing, or their property.

It is my intention that this Release, Waiver and Indemnity Agreement be binding upon me, my spouse, my heirs, legal representatives and assigns, and anyone else who may make a claim on my behalf or because of me, as a result of my involvement or participation in any of the above-mentioned hazardous activities, even if I suffer the loss of money, property, health, or life, irrespective of who is or may be at fault, or whose negligence may have caused the loss thereof, including the negligence of Released Parties, and anybody who works for or has any relationship with Released Parties, whatsoever, may have caused any such loss, injury or death.

In the event that I receive any first aid-urgent care treatment because of my participation in connection with any of these hazardous activities, I specifically waive, release and discharge Released Parties, any individual, whether professional person or not, and any person who has any responsibility or liability or liability for the actions of those people, from any claims or lawsuits arising out of treatment rendered to me before, during or after my engagement and participation in connection with any of the above-mentioned hazardous activities.

I assume all risks and liability for injuries or deaths of persons and damages to property, including but not limited to cargo, whether or not insured, however arising from or incidental to the use, operation or storage of any equipment rented hereunder, whether such injury or death to persons be to me or Released Parties, its employees, agents, subcontractors, representatives or anybody who works or has any relationship with Released Parties and whether such damage to property be of mine or of others. I hereby hold harmless from and shall indemnify Released Parties against all losses, damages, claims, penalties and expenses, including attorney's fees, howsoever arising or incurred because of or incident to any rental equipment or the real or alleged use, operation or storage of same. I assume and shall bear all risks of loss to, theft or destruction of, or damage to, any equipment rented hereunder. I agree to assume responsibility and pay for any and all damages, including overheating, to rental equipment occurring while said equipment is in my possession and in my control.

I understand and agree that this Release, Waiver and Indemnity Agreement is intended to provide Released Parties the maximum protection that the laws of the State of Florida permit, and that if any part of this Agreement is held to be invalid, the remaining provisions shall continue in full force and legal effect.

This agreement shall be governed by the laws of the State of Florida and the exclusive jurisdiction and venue for any claim arising out of this Agreement shall be in the state courts located in Collier County, Florida and the undersigned expressly agree and consent to jurisdiction in said courts.

- LIFE VESTS MUST BE WORN AT ALL TIMES.
- I HAVE READ EACH AND EVERY WORD OF THIS DOCUMENT CAREFULLY. I FULLY UNDERSTAND WHAT IS CONTAINED HEREIN. I CONFIRM THAT I WILLINGLY AND KNOWINGLY SIGN THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT.

ALL PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE THE FOLLOWING PERMISSION OF A PARENT OR LEGAL GUARDIAN:

As the parent/legal guardian of _____, I have read each and every word in this document and I fully understand what is contained herein. In exchange for permission for _____ to participate in the parasailing activity or any of the other water sport activities described herein, I have voluntarily signed this Release, Waiver and Indemnity Agreement and agree to all the terms and conditions contained herein and have given my permission on his/her behalf.

PARENT/LEGAL GUARDIAN _____

[illegible]