

# RELEASE, WAIVER AND INDEMNITY AGREEMENT

I recognize that the term "Sea Store, LLC." referred to herein shall be deemed to include without limitation all of the following: employees, subcontractors, agents and/or representatives of Sea Store, LLC. I recognize that the term "sport(s)" referred to herein shall be deemed to include without limitation all of the following: hovercraft, pontoon boats, air boats, parasailing, kayaks, canoes, bicycling, sail boats, personal water craft, eco-touring, hiking, and/or rental operation or use of the same. The term "I" or "me" may also refer to "We" or "us" if there is more than one undersigned. I understand that my agreement is with Sea Store, LLC., an Alabama Limited Liability Company. The undersigned hereby acknowledges having been informed by Sea Store, LLC. That sports are a potentially hazardous activity and is/are willing to assume the risk of such hazardous activity. I recognize that such risks include but are not limited to negligent and wanton acts of Sea Store, LLC. And the negligent, wanton and intentional acts of others not a party to this agreement.

In consideration of Sea Store, LLC. Taking me on a sport and/or renting any sport equipment to me willingly and knowingly execute this Release, Waiver and Indemnity Agreement with the express intention of waiving, releasing and discharging Sea Store, LLC. From any and all claims and/or lawsuits of whatever kind of 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 sports. This waiver, release and discharge applies even if Sea Store, LLC. Is negligent or wanton. I further agree to indemnify Sea Store, LLC. for any and all claims, losses or expenses including without limitation reasonable attorney fees arising out of my participating in sports or the use of Sea Store, LLC.'s sport equipment.

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 and of the above-mentioned sports, even if I suffer the loss of money, property, health, or life, irrespective of who is or may be at fault, or whose negligence or wantonness may have caused the loss thereof, including the negligence or wantonness of Sea Store, LLC.

In the event that I receive any first aid and/or urgent care treatment because of my participation in connection with any sports, I specifically waive, release and discharge Sea Store, LLC., any individual, whether professional person or not, and any person who has any responsibility or liability for the actions of these 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 sports, even if any party treating me is negligent or wanton.

I assume and shall bear all risks of loss to, theft or destruction of, or damage to, any sports equipment including overheating, occurring while said equipment is in my possession and in my control; REGARDLESS OF THE CIRCUMSTANCES UNDER WHICH SUCH DAMAGE MAY OCCUR. I agree to pay for any lost rental income for the period of time the rental item is out of service due to damage for which I am responsible. I further agree to pay for any costs occurred in the retrieval of rental item rented to me which are left anywhere but Sea Store 4159 CR-6 Gulf Shores, AL 36542. I agree to pay all costs, including reasonable attorney's fees, incurred by Sea Store, LLC., to collect any sums due from me. I agree to pay interest at the rate of 18% per annum on all sums I owe to Sea Store, LLC.

I understand and agree that this Release, Waiver and Indemnity Agreement is intended to provide Sea Store, LLC., the maximum protection that the laws of the State of Alabama 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.

I agree that exclusive jurisdiction and venue for any lawsuit arising out of this agreement or the dealings between us shall be the state courts located in Mobile County, State of Alabama.

SEA STORE, LLC. IS NOT RESPONSIBLE FOR OUR PERSONAL EFFECTS. 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.**

Print Name: \_\_\_\_\_

ADDRESS & PHONE NUMBER: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

IF A MINOR (UNDER THE AGE OF 18) SIGNS ABOVE, THEN THE PARENT OR GUARDIAN OF THE MINOR WHO SIGNS BELOW HEREBY RATIFIES AND APPROVES THE FOREGOING RELEASE, WAIVER AND INDEMNITY AGREEMENT ON BEHALD OF THE MINOR. IN CONSIDERATION OF THE RENTAL TO SUCH MINOR, THE PARENT OR GUARDIAN SIGNING BELOW FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS SEA STORE, LLC. FROM ANY AND ALL LOSS, LIABILITY OR EXPENSE, INCLUDING ATTORNEY'S FEES, WHICH THEY OR ANY OF THEM MAY INCUR OR BE EXPOSED TO AS A RESULT OF ANY CLAIM OR CAUSE OF ACTION MADE BY SUCH MINOR FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM THE MINOR'S USE OF THE RENTAL ITEM AND/OR FROM ANY OF THE MINOR'S ACTIVITIES DURING THE PERIOD OF RENTAL. EVEN IF SUCH LOSS, LIABILITY OR EXPENSE ARISES OUT OF THE NEGLIGENCE OR WANTONNESS OF SEA STORE, LLC.

NAME OF PARENT/GUARDIAN: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN: \_\_\_\_\_

ADDRESS & PHONE NUMBER: \_\_\_\_\_

**The Following Section will be filled out by Sea Store, LLC.**

Boat: \_\_\_\_\_ Deposit: \_\_\_\_\_ Time Out: \_\_\_\_\_ L.O.R.: \_\_\_\_\_ Total: \_\_\_\_\_