

WAIVER AND RELEASE OF LIABILITY FOR USE OF ABACO PALMS PROPERTIES'

HOUSE & 16 FOOT CAROLINA SKIFF POWERED WITH 20HP HONDA ENGINE

PLEASE READ CAREFULLY, AND FILL IN ALL SPACES.

In consideration of being allowed to use the 16' Carolina Skiff owned by ABACO PALMS PROPERTIES, whether operating the boat, using said boat's related equipment, or taking part in any and all related events and activities with regard to said boat:

I, _____ fully understand, acknowledge, appreciate, and agree that any such activity is subject to:

1. The risk of injury from the activities involved with the aforementioned items is significant, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline may reduce the this risk , the risk of serious injury does exist.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF ABACO PALMS PROPERTIES, and assume full responsibility for my participation.

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence of participation, I will remove myself from participation and bring such to the attention of ABACO PALMS PROPERTIES immediately.

4. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS ABACO PALMS PROPERTIES, their officers, officials, agents and or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used for the activity of said boat, with respect to any and all injury, disability, death, loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM ABACO PALMS PROPERTIES or OTHERWISE, to the fullest extent permitted by law.

CAROLINA SKIFF:

_____(initial) I do hereby agree that the driver of the boat will wear the kill switch at all times when the motor is running.

_____(initial) I do hereby agree that all children under the age of 10, and all children and adults who are non-swimmers, will wear Personal Flotation Device (P.F.D.) at all times while in said boat when the engine is running.

_____(initial) I do hereby agree that no one under the age of 14 shall operate this boat under any conditions.

_____(initial) I do hereby agree that children between the ages of 14 and 18 years of age may only operate this boat under the direct supervision of an adult, aged 25 years or older. And I do hereby state that under direction supervision means that the adult must be in the boat at

_____(initial) I do hereby agree to report and pay for all abuse or abnormal damage to rental equipment, which will be charged to me at repair or replacement value.

(CONTINUED ON BACK)

**ABACO PALMS PROPERTIES WAIVER AND RELEASE OF LIABILITY FOR BOAT
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_____(initial) I do hereby agree to return boat and all related equipment to ABACO PALMS PROPERTIES, in the same condition and storage as when I first arrived at ABACO PALMS PROPERTIES.

_____(initial) I do hereby agree that I will keep the boat in the Cherokee Sound/Casuarina Point area.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THE AFOREMENTIONED
WAIVER AND RELEASE.

I HAVE READ AND FULLY UNDERSTAND THE INSTRUCTIONS PROVIDED IN MY
'WELCOME PACKAGE.'

BY SIGNING THE BOTTOM OF THIS WAIVER I AGREE THAT I HAVE GIVEN
UP SUBSTANTIAL RIGHT BY SIGNING IT, AND THAT I HAVE RECEIVED "BOAT OPERATION
AND SAFETY PROCEDURES" FOR SAID BOAT.

IT IS MY INTENTION TO EXCEPT AND RELEASE FROM ANY AND ALL LIABILITY FOR
PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY
NEGLIGENCE OR ANY OTHER CAUSE.

I DO HEREBY STATE THAT I AM SIGNING THIS FORM FREELY AND
VOLUNTARILY WITHOUT ANY INDUCEMENT.

The venue of any dispute that may arise out of this agreement or otherwise between the parties
to which ABACO PALMS PROPERTIES or its agents are a party, shall be Talladega County,
Alabama, USA.

Signature

_____ Date _____

Print Name

Date of Birth _____

Street Address _____

City _____ State _____ Zipcode _____

Daytime

Phone _____ Evening Phone _____

E-mail
address_____

House Rented _____ Rental Dates
