



Southpoint Marina

Vessel & Recreational Floating Devices Rental Agreement & General Release Form

I agree to rent the Vessel or Recreational Floating Device or Paddle Board and equipment described below for the time period and indicated below. I acknowledge receipt of the Rules and Regulations applying to the equipment and waterways and further confirm that I have read and understand them. In consideration of being allowed to participate in the boating activities and provided with the watercraft and equipment, I agree to the following GENERAL RELEASE.

For myself and for my heirs, personal representatives and assigns, I hereby:

1. ACKNOWLEDGMENT OF RISKS

I acknowledge that some; but not all, of the risks of participating in watercraft activities include:

- a. Changing water flow, currents, wave action and wakes from other boats and mother nature
- b. Falling while launching or operating watercrafts and or equipment
- c. Collisions with any of other participants, watercrafts, manmade and or unforeseeable natural objects
- d. Wind, inclement weather, lightning, variances and extremes of wind, weather and temperature
- e. My sense of balance, physical conditions, ability to operate equipment, swim and follow directions
- f. Collision, capsizing, sinking or other hazard which results in wetness, injury, or drowning
- g. The presence of insects and or marine life forms
- h. Equipment failure or operator error
- i. Heat or sun related injuries or illness including sunburn, sunstroke, or dehydration
- j. Fatigue, chill and or dizziness, which may diminish my reaction time and increase the risk of accidents

2. EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY

I agree to assume responsibility for all the risk of the activity, whether identified above or not. My participation in the activity is purely voluntary. I assume full responsibility for myself and for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident or mishap that may occur while I participate in the activity. I am aware that there is a good chance the activities I am agreeing to could and will result in the loss of one or multiple of the above stated negative outcomes of this activity.

3. RELEASE

I Release Southbay Properties LLC, dba Southpoint Marina, Rochester Waterfront Properties LLC, and any other related party, owners, or employees, and all their insurers, from any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, and from any and all liability of any nature for any and all injury or damage (including death) to me and other persons as a result of my participation in the activity, regardless of the cause. I understand that this release includes any claims based on negligence, action, or inaction, of any of the above parties. I acknowledge that I have been given a fully operational personal floatation device (Life Jacket).

Name (Please Print) _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Mobile Phone: _____ Email: _____

X _____

Signature Date

EQUIPMENT RENTAL: Motorized Vessel Row Boat/Canoe Paddle Board Other _____ Total Rental Cost: \$ _____ Check-out time: _____ Check-in time: _____ I authorize my credit card to be charged the above amount, along with any overtime charges or any damage costs associated with this rental. CREDIT CARD # _____ Exp Date: _____ CVC# _____

X _____
Signature Date