

SUCCESS PLANNING SOLUTIONS

ADVENTURE RENTAL AGREEMENT, LIABILITY WAIVER, ASSUMPTION OF RISK, HOLD HARMLESS AGREEMENT, MEDIA RELEASE, AND CUSTOMER ACKNOWLEDGMENT

PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS.

Customer Name:

Date of Birth:

Address:

Phone Number:

Email Address:

Emergency Contact:

Emergency Phone:

Rental Type:

- | | |
|--|---|
| <input type="checkbox"/> Jet Ski Rental | <input type="checkbox"/> Paddleboard Rental |
| <input type="checkbox"/> Guided Jet Ski Tour | <input type="checkbox"/> Other |
| <input type="checkbox"/> Kayak Rental | _____ |
| <input type="checkbox"/> Guided Kayak Tour | |
| <input type="checkbox"/> Photography Package | |
| <input type="checkbox"/> Videography Package | |

Date of Activity:

Rental / Tour Duration:

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SECTION 1 – ACKNOWLEDGMENT OF INHERENT RISKS

I understand that participation in Jet Ski rentals, Jet Ski tours, Kayak rentals, water recreation activities, photography sessions, videography sessions and other related outdoor activities involve inherent risks.

These risks include, but are not limited to:

- Drowning
- Slipping / Falling
- Capsizing
- Collision with boats, docks, objects, wildlife, or other participants
- Equipment malfunction
- Weather changes
- Lightning
- Waves, currents, and tides
- Heat-related illness
- Physical injury
- Permanent disability
- Death

I knowingly and voluntarily assume all risks, known and unknown.

SECTION 2 – SAFETY ACKNOWLEDGMENT

I certify that:

- I have received safety instructions.
- I understand all operating instructions.
- I will wear required safety equipment.
- I will follow all instructions provided by staff and guides.
- I will obey all applicable laws and boating regulations.
- I am physically capable of participating.

I understand that failure to follow safety instructions may result in termination of my rental or tour without refund.

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SECTION 3 – CUSTOMER RESPONSIBILITY

I agree that I am solely responsible for:

- My actions
- My decisions
- My equipment operation
- My guests
- Compliance with laws and regulations

I agree not to operate any equipment while under the influence of alcohol, drugs, or any substance that may impair my judgment.

SECTION 4 – EQUIPMENT RESPONSIBILITY

I acknowledge that I have inspected the equipment and found it acceptable.

I accept responsibility for:

- Loss
- Theft
- Negligent damage
- Excessive wear
- Misuse

I agree to return all equipment in the same condition as received, normal wear expected.

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SECTION 5 – RELEASE OF LIABILITY

To the fullest extent permitted by law, I release and discharge Success Planning Solutions, its owner, employees, contractors, agents, affiliates, volunteers, representatives, successors, and assigns from any claims, demands, damages, causes of action, injuries, losses, liabilities, expenses or attorney fees arising from or related to:

- My participation
- Equipment uses.
- Water activities
- Guided tours
- Photography services
- Videography services

This release applies to claims arising from ordinary negligence to the fullest extent permitted by applicable law.

SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

I agreed to defend, indemnify and hold harmless Success Planning Solutions and its owner from any claims, damages, liabilities, lawsuits, judgments, costs, settlements, or attorney fees arising from:

- My conduct
- My negligence
- Damage cause by me
- Injury caused by me
- Violations of law by me
- Claims brought by family members, guests or third parties connected to my participation

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SECTION 7 – PHOTOGRAPHY AND VIDEOGRAPHY RELEASE

I authorize Success Planning Solutions photograph, record, film, edit, publish, distribute, and use my image, voice, likeness, and recordings for:

- Advertising
- Marketing
- Social Media
- Website content
- Promotional materials
- Future business purposes

I understand that I will receive no compensation unless otherwise agreed in writing.

MEDIA CONSENT

- YES, I CONSENT
- NO, I DO NOT CONSENT

SECTION 8 – EMERGENCY MEDICAL AUTHORIZATION

In the event of an emergency, I authorize emergency medical treatment as deemed reasonably necessary.

I understand that I am solely responsible for any resulting medical expenses.

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SECTION 9 – CANCELLATION AND REFUND POLICY

I acknowledge that:

- Weather conditions may require cancellation or rescheduling.
- No-shows may result in forfeiture of payment.
- Late arrivals may reduce activity time.
- Refund eligibility is governed by company policy.

SECTION 10 – DISPUTE RESOLUTION

I agree that any dispute arising from this agreement shall be governed by the laws of the State of Florida.

Venue shall be in the appropriate court located within the county where the business principally operates unless otherwise required by law.

SECTION 11 – SERVABILITY

If any provision of this is found unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 12 – CUSTOMER CERTIFICATION

- I certify that I am at least 18 years of age, or my parent / legal guardian has signed below.
- I have read this agreement to its entirety.
- I understand its contents.
- I understand that I am waiving certain legal rights.
- I signed voluntarily.

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CUSTOMER SIGNATURE:

Printed Name:

Date:

Parent / Guardian (if under 18)

Printed Name:

Signature:

Relationship:

Date:

Business Representative:

Printed Name:

Signature:

Date:
