RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

This is a legally binding document. Please read carefully before signing.

This Waiver and Release of Liability is executed on this ___ day of _____, 20___, by the undersigned ("Participant") in favor of Offshore Breeze Property Management, its employees, agents, officers, managers, contractors, and affiliates (collectively referred to as "Company").

1. Equipment Covered by This Agreement (Check all that apply):
☐ Kayak ☐ Sailboat ☐ E-Bike ☐ Jet Ski / Personal Watercraft

2. Acknowledgment of Risk:
I understand that use of sporting and recreational equipment involves inherent risks, including but not limited to: drowning, falling, collisions, weather conditions, equipment malfunction, physical injury, and death.
I voluntarily accept full responsibility for any and all risks associated with use of this equipment.

3. Release and Waiver:
I release, waive, and hold harmless the Company from any liability for loss, damage, or injury, including death, that may be sustained while using the equipment, whether caused by negligence or otherwise.

4. Assumption of Responsibility:
I agree to return the equipment in good condition. I accept responsibility for any damage, loss, or theft.

5. Participant Health & Ability:
I certify that I am in good physical condition and capable of safely operating and using the equipment.

6. Rules & Safety Instructions:

- Wear a life jacket at all times on kayaks, sailboats, or jet skis.
- Do not operate under the influence of alcohol or drugs.
- Obey all local, state, and federal laws.
- Use only in approved areas per company guidelines.
- Do not operate equipment during inclement weather, including high winds, lightning, or any NOAA-issued weather advisories. I am responsible for checking alerts before use.

7. Indemnification:
I agree to indemnify and hold harmless the Company from any claims arising from my use of the equipment.

8. Minors: (Check if applicable)
[ ] Participant is under 18. Parent/guardian must sign below.

9. Governing Law:
This Agreement shall be governed by the laws of the State of Ohio.

10. Emergency Contact Information:
Name: _____
Phone: _____
Relationship: _____

Participant Information:
Full Name: _____
Phone Number: _____
Email Address: _____
Address: _____
Driver's License #: _____

Participant Signature: _____ Date: _____
Parent/Guardian Signature (if under 18): _____ Date: _____