

**Water Activities Agreement**  
**Express Assumption of Risk/Release of Liability - Please read before signing**

**THIS EQUIPMENT RENTAL AGREEMENT IS MADE AND ENTERED BETWEEN DB Hospitality, LLC, CRP Holiday Isle, L.L.C. (dba Postcard Inn), CRP 84457 Overseas, L.L.C. (dba Pelican Cove), CRP Siesta Resort, L.L.C., CRP 80001 Overseas, L.L.C. (dba Amara Cay) [hereinafter "Resorts"] Signee.**

In consideration of the undersigned's rental of motorized or non-motorized equipment from and/or participation in certain activities [any and all such activities hereinafter "activities"] provided by DB Hospitality, LLC., CRP Holiday Isle, L.L.C., CRP 84457 Overseas, L.L.C., CRP Siesta Resort, L.L.C., CRP 80001 Overseas, L.L.C., and any division, parent, affiliates, subsidiaries, sole partnerships, corporations, trust, joint ventures, managers, officers, directors and employees, agents, representatives and assigns, the undersigned, and if applicable, the parent(s), spouse, and/or guardian(s) of the undersigned, jointly and severally, and intending to legally bind themselves, and on behalf of their respective spouses, ex-spouses, parents, grandparents, guardians, heirs, executors, estates, legal and personal representatives, "Releasers" do hereby fully waive, release and discharge DB Hospitality, LLC., CRP Holiday Isle, L.L.C., CRP 84457 Overseas, L.L.C., CRP Siesta Resort, L.L.C., CRP 80001 Overseas, L.L.C., and any division, parent, affiliates, subsidiaries, sole partnerships, corporations, trust, joint ventures, managers, officers, directors and employees, agents, representatives, and assigns, [hereinafter "Releases"] from any and all claims of whatever nature, from any and all liability of whatever nature, from all claims of property damage, from all claims of personal injury including, but not limited to wrongful death, that may arise out of, or be the result of, or be contributed to in any way, by the direct or indirect use of the equipment and/or participation in the activities provided by Releases EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES. The Releasers shall be the sole and exclusive user of the equipment. The Releasers acknowledges and agrees that the Release may bring a charge of fraudulent conveyance against the Releasers if anyone other than the Releasers uses or operates the Equipment even if that use is without the knowledge or consent of the Releasers. In the event that the Releasers acts in a negligent manner, the undersigned agrees to fully defend and indemnify the Releases for any claims that arise or result from the undersigned's negligence.

The Releasers acknowledge and agree that he/she has and without compulsion or compensation or reliance upon any representation of any kind whatsoever by the Releases or others, have voluntarily decided to rent equipment and participate in the activities and to assume full, sole and complete responsibility for, and risks of all loss, property damage, personal injuries, up to and including death, and the other risks and hazards described more fully below. Given this agreement, the Releasers further agree that they will forever refrain and forbear from commencing, instituting, filing or bringing any lawsuit, claim or proceeding or action of any kind, including a claim of subrogation, a cross-claim, a third party claim or a counterclaim against the Releases as a result of or related to or based upon claims arising out of releaser's' rental of equipment or participation in the activities which are the subject of this release if liability. In the event any suit or proceeding is brought in violation of this agreement, the releasers irrevocably agree to the exclusive jurisdiction of the United States District Court for the Middle District of Florida or, if jurisdiction is not available there, the jurisdiction of any court located in Sarasota County, Florida. releasers specifically waive entitlement to all other possible forums and waive any and all objections to such jurisdiction or venue that may otherwise have under the laws of any state or county, including without limitation, any argument that jurisdiction, situs and/or venue are inconvenient or otherwise improper.

**OPERATION OF EQUIPMENT**

The undersigned acknowledges that he/she has received full and complete operational instructions for the equipment he/she intends to use; has received instructions for safe vessel operation; vessel right-of-way, and has been instructed on the local characteristics of the waterway where the equipment is to be operated. The undersigned has been given a full opportunity to ask questions regarding the operation of the equipment, safe vessel operation, right-of-way instruction, and the local characteristics of the waterway. The undersigned acknowledges that all questions have been answered satisfactorily. The undersigned acknowledges that prior to utilizing the rental equipment he/she was confident in his/her understanding of the operation of the equipment he/she intends to use; the safe vessel operation; the correct vessel right-of-way, and the local characteristics of the waterway where the equipment is to be operated.

## ACKNOWLEDGMENT OF RISK

The releasers are fully aware, understand, and assume the risk of participating in a physical activity on the water. This activity includes inherent risks which cannot be eliminated due to factors beyond Releases control including, but not limited to the actions of third parties not within the Resort's control, Acts of God such as weather, water conditions, and others more specifically outlined below. Releases are not the manufacturers of the equipment; that equipment can malfunction or otherwise not work properly; any or all of which could cause or contribute to any manner of injury up to and including death. **The Releases are not life guards. Releases are not water safety instructors or life safety experts of any kind and cannot be relied upon to assist in an emergency situation.** In entering this agreement, Releases are specifically relying upon releaser's' representation that either he or she or, his or her authorized guardian is over eighteen (18) years of age, and is not suffering from any physical or mental condition which would interfere or impair with his/her ability to appreciate the risks associated with participating in this activity or potentially suffer an exacerbation of a pre-existing condition, and is not under the influence of any intoxicant, and will wear a U.S. Coast Guard approved personal flotation device [life jacket] at all times while participating in the activity.

The undersigned further acknowledges that he/she has read and understands the following risks: In the case of a parent or guardian, the undersigned specifically acknowledges that he/she has assessed these risks for the child participating in the activity and personally assumed the necessary additional supervision of the child, if any, to manage the risk or, deemed the child capable of participating in the activity despite the potential for harm in the face of these known risks. These risks include but are not limited to: 1) Changing water flow, tides, water spouts, rip tides, currents, wave action, and boating wakes; 2) collision with other participants and/or other members of the public, the watercraft itself, other watercraft, and man-made or natural objects; 3) wind shear, strong winds, bad weather, lightning, extreme and sudden weather changes, hypothermia, high temperatures and sun exposure; 4) your sense of balance, physical condition, ability to operate equipment, your general health; 5) collision, capsizing, and other hazards which result in wetness and injury; 6) equipment failure or operator error, operator error of others negligent or irresponsible or reckless operation of watercraft by others; 7) marine plants which can sting or cause severe allergic reactions, sharks, barracudas, sting rays, jelly fish, manatees, turtles and other marine life. **THE UNDERSIGNED AGREES TO ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF THE ACTIVITY WHETHER IDENTIFIED OR NOT. YOU ARE AGREEING TO PARTICIPATE OR ALLOW A MINOR CHILD TO PARTICPATE IN AN ACTIVITY WHICH IS POTENTIALITY DANGEROUS. YOU ARE AGREEING TO PROVIDE A FULL RELEASE TO THE RELEASEES WHICH INCLUDE THE PROPERTY OWNER, THE HOTEL OWNER, THE MANAGEMENT COMPANY AND ALL OF THEIR EMPLOYEES, IN THE EVENT OF ANY INJURY TO YOU AND/OR YOUR CHILD, UP TO AND INCLUDING DEATH, EVEN IF THE INJURY OR DEATH WAS CAUSED BY THE NEGLIGENCE OF THE HOTEL OR ANY OF THEIR EMPLOYEES, AGENTS OR REPRESENTATIVES.**