

RELEASE of LIABILITY

Rental Boat Release of Liability

ASSUMPTION OF RISK: I, the Renter, understand and am aware that boating, swimming, skiing, riding water toys are HAZARDOUS activities. I, the Renter, understand that the sport of boating, swimming, skiing, riding water toys and the use of the equipment involve a risk in injury to any and all parts of the user's body and possible DEATH. I, the Renter, hereby agree to freely and expressly assume and accept any and all risks in the use of the equipment rented.

_____ (Initials of Renter)

LIABILITY AGREEMENT : I, the Renter, hereby release from any legal liability, Boat Pittsburgh, LLC and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment, and for any claim based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting myself, the Renter(s), the full responsibility for any and all such damages or injury which may result. It is understood and agreed that the Rental Fee is a presently earned fee for the use of the equipment and that the Security Deposit is a deposit against costs of repairs or cleaning that may be required as a result of physical damage to the equipment during the rental period or against any liability that I may incur to Owner(s) pursuant to this agreement. Further, I the Renter(s) am responsible for all damages and/or losses to the equipment or any of its contents during that period.

Boat Pittsburgh, LLC or its Agent(s) reserves the right to (a) authorize the use of the equipment and (b) revoke the use of the equipment. Decisions on the part of Boat Pittsburgh, LLC or its Agents(s) with regard to the use of the equipment by the Renter are made for safety reasons, including, but not limited to, the following:

- Unsafe operation of the equipment
- Lack of sobriety of the Operator
- Unsafe weather conditions