

CANTOR ENTERPRISES, INC.
dba CALIFORNIA WATER SPORTS
AGREEMENT AND RELEASE OF LIABILITY

I, the undersigned, have voluntarily rented a jet ski, wave runner, canoe, kayak, boat and/or waterskiing equipment, including, but not limited to, waterskis, a wakeboard, hydroslide, inflatable and/or tow rope, (hereinafter THE EQUIPMENT) from CANTOR ENTERPRISES, INC. dba CALIFORNIA WATER SPORTS and I understand that my use of THE EQUIPMENT INVOLVES INHERENT DANGERS THAT MAY RESULT IN SERIOUS INJURY TO ME AND OTHERS: including but not limited to falls, loss of control, collisions with natural and man-made objects, including other watercraft and their users. I understand that there may be changes in water conditions, including tides, currents, wave action, and wakes that may have an effect on my use of THE EQUIPMENT. I further acknowledge that any deviation from the instructions of operation may increase the inherent risks of danger associated with the operation of THE EQUIPMENT.

I understand THE EQUIPMENT is provided “as is” and no warranty, either expressed or implied, has been made as to the suitability of THE EQUIPMENT, or the condition of which it is in.

As lawful consideration for being permitted to rent and use THE EQUIPMENT, I AGREE FOR MYSELF AND ANY MINOR CHILDREN FOR WHOM I AM THE PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE PERSON, AND FOR MY AND OUR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NOT TO SUE OR MAKE ANY CLAIM AGAINST CANTOR ENTERPRISES, INC., dba CALIFORNIA WATER SPORTS, its owners, officers, directors, agents, and employees, for any and all injuries or death caused by or resulting from any participation in the use of THE EQUIPMENT whether such injury was caused by the alleged negligence or fault of CANTOR ENTERPRISES, INC., dba CALIFORNIA WATER SPORTS, its owners, officers, directors, agents or employees.

I agree on behalf of myself and any minor children for whom I am the parent, legal guardian or otherwise responsible to pay for all damage to THE EQUIPMENT caused by my or their negligence.

I agree to pay all costs, damage, and attorneys’ fees incurred by CANTOR ENTERPRISES, INC., dba CALIFORNIA WATER SPORTS, its owners, officers, agents and employees as a result of any lawsuits, claims, demands, or losses arising out of the use of THE EQUIPMENT rented to me, regardless of who is at fault.

This agreement shall not apply to lawsuits, claims, demands or losses that are proven to be the result of the intentional misconduct of CANTOR ENTERPRISES, INC., dba CALIFORNIA WATER SPORTS, its owners, officers, agents, or employees.

By signing this agreement, I acknowledge that I have received from CANTOR ENTERPRISES, INC., dba CALIFORNIA WATER SPORTS instructions on the safe use and operation of THE EQUIPMENT, that I have understood those instructions, and that any questions I had about them were answered fully to my satisfaction.

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

Name of Renter (*please print*)

Minor’s Name

Signature of Renter

Minor’s Name

Date

Signature of Parent/Guardian if Equipment Is Rented for
or will be used by a Minor

Phone Number

Email Address