

**360 SPLASH LLC INDEMNITY, WAIVER AND RELEASE OF LIABILITY**  
**AGREEMENT - Texas**

**I. DISCLAIMER**

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by 360 Splash LLC. **\*(FOR PURPOSES OF THIS WAIVER AND RELEASE, THE TERM “360 Splash LLC” INCLUDES ALL EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ASSIGNS, SUCCESSORS, INSURERS AND SUBSIDIARIES OF 360 Splash LLC).** If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned’s minor children and users of said rental equipment. Renter agrees that he/she will disclose to 360 Splash LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify 360 Splash LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF 360 Splash LLC**. Initials: \_\_\_\_\_

**II. EXPRESS ASSUMPTION OF RISK**

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by 360 Splash LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **EVEN IF THE RISKS ARISE OUT OF THE NEGLIGENCE OR FAULT OF 360 Splash LLC**. Initials: \_\_\_\_\_

**III. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned agrees that 360 Splash LLC shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by 360 Splash LLC. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that 360 Splash LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **360 Splash LLC SHALL NOT BE RESPONSIBLE FOR SUCH INJURIES, DAMAGES, LOSS OR THEFT, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY 360 Splash LLC**, whether such negligence is present at the signing of this Release or takes place in the future. Initials: \_\_\_\_\_

**IV. LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees that he/she will indemnify and hold harmless 360 Splash LLC for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by 360 Splash LLC, **EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF 360 Splash LLC**. Initials: \_\_\_\_\_

**V. ACKNOWLEDGMENT OF WAIVER AND RELEASE**

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/

her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from 360 Splash LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. **THE UNDERSIGNED FURTHER WARRANTS THAT HE/SHE IS FULLY AWARE THAT HE/SHE IS WAIVING ANY RIGHT HE/SHE MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST 360 Splash LLC FOR 360 Splash LLC's NEGLIGENCE. Initials: \_\_\_\_\_**

**INDEMNITY AGREEMENT**

**THE UNDERSIGNED AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND 360 Splash LLC IN ANY MATTER AND FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY FEES/MEDICAL BILLS ARISING OUT OF AND/OR RELATING TO THE RENTAL, OPERATION AND USE OF ALL EQUIPMENT PROVIDED BY 360 SPLASH LLC INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL ACT OR OMISSION OF 360 SPLASH LLC.**

**\*\*\*READ RELEASE BEFORE SIGNING\*\*\***

X \_\_\_\_\_ DL# \_\_\_\_\_

\_\_\_\_\_  
RENTER  
DATE / TIME

\_\_\_\_\_

OPERATOR/PASSENGER OPERATOR/PASSENGER  
X \_\_\_\_\_ X \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

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