

Participant Agreement, Release, and Assumption of Risk

In consideration of the services of Semedo's Rentals, LLC, their agents, participants, and employees, I hereby agree to release, indemnify, and discharge Semedo's Rentals, LLC on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in jet skiing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Slips and falls; falling objects; water hazards; high wind or waves; exhaustion; equipment failure; boat capsize and entrapment; travel in remote area; collision with objects or other watercraft; and rapidly changing adverse weather and water conditions; watercraft are slippery when wet and accidents can occur getting in or out; weather conditions; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illness), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to cold water can result in cold shock, hypothermia, and in extreme cases, death and accidental drowning is a possibility; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; the condition of roads, terrain, or highways and accidents connected with their use. Accidents or illness can occur in remote places without medical facilities and emergency treatment, or other services rendered. Furthermore, Semedo's Rentals, LLC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal floatation device (life jacket) while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Semedo's Rentals, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Semedo's Rentals, LLC's equipment or facilities, including any such claims which allege negligent acts or omissions of Semedo's Rentals, LLC.

4. Should Semedo's Rentals, LLC, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against Semedo's Rentals, LLC, I agree to do so solely in the state of Rhode Island, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

7. I certify that I have watched the required Watercraft Safety Video, required by law, and provided by Semedo's Rentals, LLC and is available on their website at www.semedosrentals.com, prior to operating any jet ski rented to me by Semedo's Rentals, LLC.