

PASSENGER LIABILITY WAIVER & ASSUMPTION OF RISK

TX Boat Rental · A Living My Best Life LLC Company · Lake Travis, Austin, TX

READ CAREFULLY BEFORE SIGNING — THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

Rental Information

Renter Name _____ Date of Rental: _____

Vessel Harris Grand Mariner — HIN: HAMP1764J324 — Lake Travis, Austin, TX

Passenger Information

Passenger Name (Printed) _____ DOB: _____

Phone Number _____ Email: _____

Emergency Contact Name: _____ Phone: _____

1. Acknowledgment of Inherent Risks

I, the undersigned passenger ("Passenger"), acknowledge and understand that boating, swimming, water activities, and being on or near a motorized vessel involve significant inherent risks that cannot be fully eliminated regardless of the care taken. These risks include, but are not limited to:

- Drowning, near-drowning, or other water-related injury or death.
- Collision with other vessels, fixed objects, or submerged hazards.
- Falls on or from the vessel, including slip-and-fall injuries.
- Propeller strike injuries — including amputation, severe lacerations, and death.
- Injury from sudden vessel movement, waves, wakes, or weather changes.
- Lightning, severe weather, wind, and rapidly changing lake conditions.
- Mechanical failure of the vessel, engine, or equipment.
- Heat-related illness, sunburn, hypothermia, dehydration, or other environmental exposure.
- Injury or death caused by the actions or negligence of the Operator, the Renter, other passengers, or third parties.
- Loss of or damage to personal property brought on board.

2. Voluntary Assumption of Risk

Passenger voluntarily, knowingly, and freely chooses to participate in this rental and accepts all risks of injury, illness, property loss, or death arising from or in any way connected with participation. Passenger has been advised that boating activities can result in serious bodily injury or death and chooses to participate notwithstanding such risks.

3. Release, Waiver of Liability & Indemnification

In exchange for being permitted to board and participate in the rental, Passenger — for themselves, their heirs, executors, administrators, personal representatives, family members, and assigns — hereby FOREVER RELEASES, WAIVES, DISCHARGES, INDEMNIFIES, and HOLDS HARMLESS TX Boat Rental, Living My Best Life LLC, and each of their owners, members, officers, employees, agents, representatives, the Renter, the Operator, any hired captain, and all other passengers (collectively, "Released Parties") from and against any and all claims, demands, lawsuits, damages, penalties, losses, costs, expenses (including reasonable attorneys' fees), and causes of action of any kind — whether known or unknown, foreseen or unforeseen, anticipated or unanticipated — arising out of or in any way related to:

- Passenger's presence on or near the vessel.
- Participation in any activity associated with the rental (boarding, swimming, tubing, lily pad use, etc.).
- Any injury, illness, disability, or death suffered by Passenger.
- Loss of or damage to Passenger's personal property.
- The negligence (whether active or passive) of any Released Party — to the fullest extent permitted by Texas law.

Passenger agrees to indemnify and defend the Released Parties from any claims brought by Passenger or by anyone claiming through, on behalf of, or as a result of injury to Passenger.

4. Acknowledgments — Initial Each Line

By initialing the start of each line below, Passenger separately confirms each acknowledgment:

Initial: ____ I have read and understand this entire Waiver and freely sign it of my own accord.

Initial: ____ I am not under the influence of alcohol, cannabis, or any impairing substance at the time of signing or boarding.

Initial: ____ I have been informed of the location and use of Coast Guard approved life jackets on board.

Initial: ____ I understand that if I am under 21, I will not consume alcohol during the rental.

Initial: ____ I agree to follow all safety instructions of the Operator, Captain (if applicable), and TX Boat Rental staff at all times.

Initial: ____ I understand and accept that I take full personal responsibility for my own safety, conduct, and decisions during the rental.

Initial: ____ I understand that this Waiver is governed by Texas law and disputes will be resolved in Travis County, Texas.

Initial: ____ I understand that this Waiver is binding upon my heirs, family members, executors, and assigns.

5. Passenger Signature (Adult — 18 or Older)

By signing below, I confirm that I am at least 18 years of age, that I have read this Waiver in its entirety, that I understand its terms, and that I am signing it voluntarily.

Printed Name: _____

Signature: _____ **Date:** _____

6. Parent / Legal Guardian Consent (For Passengers Under 18)

Required if the Passenger is under 18. No minor may board the vessel without signed parental/guardian consent.

I am the parent or legal guardian of the minor Passenger named above. On behalf of myself and the minor Passenger, I:

- Acknowledge that I have read this entire Waiver and explained it to the minor Passenger in language they understand.
- Acknowledge, assume, and accept ALL of the inherent risks set forth in Section 1 on behalf of myself and the minor Passenger.
- Voluntarily agree to RELEASE, WAIVE, DISCHARGE, INDEMNIFY, and HOLD HARMLESS the Released Parties as set forth in Section 3 on behalf of myself, the minor Passenger, and the minor's heirs, family members, and assigns.
- Agree to be fully responsible for the minor Passenger's conduct, safety, and compliance with the rental rules and Operator instructions throughout the rental.
- Affirm that I am the parent or legal guardian of the minor Passenger and have the legal authority to sign this Waiver on their behalf.

Minor Passenger Name _____ **DOB:** _____

Relationship to Minor Parent Legal Guardian

Printed Name: _____

Signature: _____ **Date:** _____

Return this signed Waiver in person at check-in or email to bookings@txboatrental.com