

NEBRASKA BOATING COMPANY, LLC

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY
AGREEMENT, SAFETY ACKNOWLEDGMENT, AND JURY TRIAL WAIVER**

⚠ WARNING – READ CAREFULLY BEFORE SIGNING

THIS IS A LEGALLY BINDING AGREEMENT.

BY SIGNING THIS DOCUMENT, YOU ARE:

GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

RELEASING CLAIMS FOR ORDINARY NEGLIGENCE

ASSUMING ALL RISKS, INCLUDING SERIOUS INJURY OR DEATH

AGREEING TO FOLLOW ALL SAFETY RULES AND INSTRUCTIONS

DO NOT SIGN UNLESS YOU FULLY UNDERSTAND THIS AGREEMENT.

1. PARTIES

This Agreement is entered into by the undersigned participant (“Participant or “I”) in favor of Nebraska Boating Company, LLC, including its owners, members, managers, officers, employees, agents, volunteers, representatives, successors, and assigns (“Releasees”).

Each Participant must sign their own waiver. No person is covered unless they have personally signed.

2. COVERED ACTIVITIES

This Agreement applies to ALL water-based activities, including but not limited to:

Jet skis / personal watercraft

Pontoon boats and all motorized vessels

Tubing, water skiing, wakeboarding, kneeboarding

Boarding, docking, launching, riding, or being near vessels

Instruction, equipment use, and related activities

(Collectively, the “Activity”)

3. ASSUMPTION OF RISK

I understand the Activity involves inherent risks, including but not limited to:

Collisions, crashes, and loss of control

Being thrown or ejected

Drowning or near-drowning

Equipment malfunction

Weather, wakes, waves, and water hazards

Negligence of myself or others

I voluntarily assume ALL risks, known and unknown, including those arising from the ordinary negligence of the Releasees.

4. WAIVER AND RELEASE OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, I:

RELEASE

WAIVE

DISCHARGE

The Releasees from ANY AND ALL CLAIMS arising out of or related to the Activity, including those caused by the ordinary negligence of the Releasees.

5. LIMITATION

This Agreement does NOT waive claims for:

Gross negligence

Recklessness

Intentional misconduct

6. INDEMNIFICATION

I agree to defend, indemnify, and hold harmless the Releasees from any claims, damages, losses, or expenses (including attorney fees) arising from my participation or violation of this Agreement.

7. SAFETY RULES, TRAINING, AND OPERATING REQUIREMENTS (REQUIRED)

I acknowledge I have received verbal AND written safety instructions and agree to follow all rules, including:

NO reckless operation or “hot dogging”

NO jumping wakes, waves, or swells

Maintain at least 50 feet from docks, swimmers, and structures

NO operation in swimming areas

NO alcohol or drug use

Operate only in approved areas

Follow all local, state, and federal boating laws

Understand emergency procedures

I understand violation of these rules may result in termination of my rental without refund. The Participant acknowledges completion of all required safety training, including online instruction, in-person briefing, and operational demonstration. Violation of operational safety rules, training, operating requirements, and boundaries may result in immediate termination without refund and additional penalties.

8. SAFETY EQUIPMENT & INSTRUCTION ACKNOWLEDGMENT

I acknowledge that:

A U.S. Coast Guard approved life jacket has been provided and must be worn.

The vessel is equipped with required safety equipment.

I have received instruction on safe operation.

I understand how to operate the vessel before use.

9. WATER FORCE INJURY WARNING (JET SKI SPECIFIC)

I understand that jet propulsion can cause severe internal injuries.

I agree to wear protective clothing (such as a wetsuit bottom or equivalent).

If I refuse, I knowingly accept the increased risk of serious injury.

10. OPERATOR ELIGIBILITY

I certify that:

I meet all age requirements

I possess a valid driver's license

I am physically and mentally capable

I am NOT and will NOT be under the influence of drugs or alcohol at any point during this Activity.

11. PROPERTY DAMAGE

I authorize charges to my provided form of payment for damages, fuel, recovery, cleaning, late returns, and policy violations.

12. MEDICAL AUTHORIZATION

I authorize emergency medical care and accept full responsibility for all costs.

13. MEDIA RELEASE

I grant permission for use of my image, video, or likeness for marketing purposes without compensation.

14. JURY TRIAL WAIVER

I knowingly waive my right to a jury trial for any dispute arising from this Agreement.

15. TERM

This Agreement applies to all participation of the Participant for one (1) year from the date signed.

16. GOVERNING LAW

This Agreement shall be governed by the laws of Nebraska or Iowa, depending on where the Activity occurs.

17. SEVERABILITY

If any provision is invalid, the remainder shall remain enforceable.

18. PERSONAL PROPERTY DISCLAIMER

The Releasees are not responsible for loss, theft, or damage to the Participant's personal property.

19. PREGNANCY ADVISORY

Participant acknowledges that high-impact watercraft operation may pose risks during pregnancy and voluntarily assumes all associated risks.

20. EMERGENCY PROCEDURES

The participant agrees to follow all emergency protocols, including engine shutdown during boarding, reboarding from the water, and proper distress signaling.

21. NEBRASKA BOATER CERTIFICATION

The Participant agrees to comply with all applicable state boating laws, including certification requirements where applicable. Nebraska requires Boater Safety Certificate (unless born before 1985). This does not apply to Carter Lake, IA, Lake Manawa, IA, and Missouri River Charters.

22. AGE AND GUARDIAN REQUIREMENTS

The Participant certifies compliance with all age restrictions, including operator minimum age, passenger requirements, and guardian supervision policies.

23. CANCELLATION AND WEATHER POLICY

The Participant agrees to Releasee's cancellation and weather policies, including applicable fees for late cancellations and rescheduling terms.

24. FUEL POLICY AND RESCUE FEES

The Participant agrees to return the vessel before fuel depletion. Additional fuel usage will be charged at posted rates. Running out of fuel may result in forfeiture of security deposit and additional recovery fees.

25. LAUNCHING AND EQUIPMENT CONTROL

The Participant acknowledges that the Releasees exclusively controls launching and recovery of all vessels. Participants are strictly prohibited from towing, transporting, or trailering any equipment.

26. INCORPORATION OF TERMS OF USE

The participant acknowledges and agrees that the Releasees' associated documents: (1) Terms of Use, (2) Policies, and (3) Operational Rules are incorporated into this Agreement by reference and are fully enforceable as part of this contract. The participant acknowledges and agrees to have fully read, understood, and signed the Releasees (1)Terms of Use, (2) Policies, and (3) Operational Rules document BEFORE participating in the Activity.

27. ENTIRE AGREEMENT

This is the complete agreement between the parties.

BY SIGNING BELOW, YOU ARE STATING THAT:

1. I HAVE READ, AND I UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY.
2. I UNDERSTAND I AM WAIVING MY RIGHT TO SUE THE RELEASEES.'
3. I UNDERSTAND THE RISKS INCLUDE SERIOUS INJURY OR DEATH.
4. I UNDERSTAND AND AGREE TO THE RELEASEES' TERMS OF USE.
5. I UNDERSTAND AND AGREE TO THE RELEASEES' POLICIES.
6. I UNDERSTAND AND AGREE TO FOLLOW RELEASEES' SAFETY RULES.
7. I UNDERSTAND THE NEGLIGENCE WAIVER.
8. I AM SIGNING VOLUNTARILY.

Participant Signature: _____

SIGNATURE

Name: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

Home Address: _____

MINOR PARTICIPANT (REQUIRED IF UNDER 18)

Parent/Guardian Name: _____

Minor(s) Name: _____

Parent/Guardian Signature: _____

Date: _____

EMERGENCY CONTACT

Name: _____

Relationship: _____

Phone: _____

IMPORTANT: This agreement is intended to comply with insurance requirements. Participants must sign individually. Nebraska Boating Company retains all signed waivers for a minimum of six (6) years.