

## **WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION OF** the risk of injury that exists while participating in PERSONAL WATERCRAFT OPERATION AND ALL ASSOCIATED ACTIVITIES (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge NEBRASKA BOATING COMPANY, LLC, located at 619 S 37th St, Omaha, Nebraska 68105, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Nebraska Boating Company, LLC to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Nebraska Boating Company, LLC official or agent, regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Nebraska Boating Company, LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, , STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Nebraska Boating Company, LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Nebraska Boating Company, LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by Nebraska law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and Nebraska Boating

Company, LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____		
_____		
_____		

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I **HEREBY CERTIFY** that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent / Guardian Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Nebraska Boating Company Essentials

Reviewing these Terms of Use, Jet Ski Rental Rules, and Emergency Procedures for your safety is required before making a reservation with Nebraska Boating Company.

If you have any inquiries, please call during our office hours.

**Call or Text (402) 306-8309**

<u>In-Season Hours</u> April 1 – October 31 Tue-Sun 9:00 AM to 7:30 PM Monday: Closed	<u>Out of Season Hours</u> November 1 – March 31 Mon-Fri 10:00 to 5:00 PM Sat-Sun: Closed
--	--

Holidays may affect these hours.

See our most up-to-date availability on our calendar at  
[www.NebraskaBoatingCompany.com/events](http://www.NebraskaBoatingCompany.com/events).

## **Reservations:**

We provide online or over the phone bookings. Over the phone bookings can be made day of (subject to availability) and online bookings must be made up to 48 hours in advance. Please call or text us at 402-306-8309 to inquire about day of reservations.

Walk-up rentals, with no reservation required, are available on various dates, times, and locations. For the most up to date walk-up availability and locations, consult our calendar at

<https://www.nebraskaboatingcompany.com/events>.

First-time riders or renters must complete an online waiver form and sign our Terms of Use through Docusign (or sign a Hard Copy in person day of reservation), watch a safety video, and receive Nebraska Boating Company in-person training. All waivers are valid for the current season and are required for each rider once a year.

## **Waiver:**

All Operators and Riders must complete the Nebraska Boating Company Liability Waiver once per season. Please bring with you a valid ID matching the name and address on the waiver.

## **Boaters Training:**

All Jet Ski Operators must complete the online and in-person Nebraska Boating Company Boaters Training. Jet Ski passengers are encouraged to complete the training, but it is not a requirement. Online Training can be accomplished onsite on one of our iPads, through your smartphone, or on a desktop computer. All operators must comply with Nebraska Boating Company online training once per year. Operators must complete this training before operating our equipment.

**In-Person Refresher Training:**

Nebraska Boating Company personnel will provide in-person safety refresher training before every launch.

**Age Requirements for Jet Ski Operators:**

Jet Ski Operators are required to be at least 21 years of age.

**Age Requirements for Passengers:**

Minors aged 8 -17 riding as passengers must be accompanied by a parent or legal guardian who is at least 25 years of age, and remains present as the operator throughout the entire duration of the rental. Passengers must always ride behind the Jet Ski operator and demonstrate an understanding of the risks involved in the activity, with no exceptions.

**Rides for Children & Charters:**

Children and teenagers aged 8 - 17 can go on Jet Ski rides with a certified captain from Nebraska Boating Company. However, each young participant must comprehend and adhere to all safety regulations. A waiver, signed by the parent, is required for each child joining the activity. The Nebraska Boating Company's captain will assess whether the child can fully grasp and adhere to all safety guidelines before the rental begins. Ultimately, the Captain of the vessel will have the final judgement for whether or not a child can participate as a passenger.

**Cancellation and Reschedule Policy:**

Customers can cancel or reschedule online or by phone without charge up to 24 hours before the originally scheduled reservation. **Reservations canceled within 24 hours will incur a \$50 fee.** Contact our office directly for all unforeseen circumstances. Please always communicate honestly, early, and often with our team, and we will take care of you to the best of our ability.

**Reservation Show Time:**

**Please arrive at least 15 minutes before your scheduled reservation.**

Arriving late may impact the duration of your reservation. For example, if you schedule a one-hour Jet Ski Rental reservation from 4:00 PM to 5:00 PM, please arrive at 3:45 PM so we can ensure ID's match the waivers, collect your security deposit, fit you and your party with life vests, and complete the pre-departure safety checklist. If you arrive at 4:00 PM, your time on the water could be reduced to 45 minutes, **and the company will not issue a partial refund. This is because we don't want your reservation to interfere with another person's reservation.**

Always call ahead if you are running late. Certain exceptions are allowed at the discretion of Nebraska Boating Company personnel. Please be upfront and honest with us; we will always do our best to care for you! **Communication is Key to a successful adventure with us!**

### **Weather and Water Conditions Policy:**

If a reservation is canceled due to poor weather or water conditions, customers can get a full refund or reschedule for the current season at an available date/time. The Missouri River is known to have debris early in the season. We are constantly investigating water conditions that could affect boat operations. See our website for up-to-date water conditions.

### **Security Deposit:**

A physical copy of a major credit card is **REQUIRED** upon arrival and is used to place a \$350 hold per Jet Ski for physical damage to the unit. If you use a debit card instead of a credit card, the hold placed will be \$1,000 per Jet Ski. **Please remember that you are liable for all damage or injuries caused by or to our Jet Ski, regardless of who is at fault. NO EXCEPTIONS.**

### **Jet Ski Rental Rules – Mandatory Safety and Conduct Guidelines**

- **No racing** is allowed at any time.
- **Jumping wakes, swells, or waves is strictly prohibited.**
- **Do not cut in front of other vessels** or between multiple vessels.
- **No wake is allowed** in designated *No Wake Zones* or **within 50 feet** of:
  - Piers
  - Docks
  - Wharves
  - Boathouses
  - Boat ramps
  - People in the water
  - Any vessel, except for other jet skis rented from this facility
- **Stay out of all marked swimming areas.**
- **No diving** from the back of the jet ski.
- **Reckless operation or "hot-dogging"** is prohibited.
- **Absolutely no alcohol or narcotics** are permitted on or near the jet ski.
- **The jet ski engine must be turned off** when anyone is boarding from the water.
- **Only board the jet ski from the rear**, using the step ladder provided.
- **All riders must wear appropriate swimwear:**
  - **No bikini bottoms** — shorts-style swimwear is required.
  - This is for your safety to prevent serious internal injuries.
- **Do not fuel the jet ski** while anyone is on board.

### **Health Advisory – Pregnancy Warning**

- **Jet ski operation involves physical activity, balance, and exposure to high speeds, water impact, and sudden movement.**
- **For safety reasons, it is strongly advised that individuals who are pregnant, or suspect they may be pregnant, do not operate or ride on a jet ski.**
- Participating in this activity while pregnant may increase the risk of injury to both the individual and the unborn child.

- By signing this waiver and choosing to participate, the individual acknowledges and accepts full responsibility for any risks or injuries that may result.
- The rental company is not liable for injuries related to pre-existing medical conditions, including pregnancy.

### **Emergency Procedures**

- **In case of engine failure** or mechanical issues:
  - Call us immediately from your phone at 402-306-8309. If for some reason you don't have a phone or your phone is inoperative:
  - Remain seated and signal for help using the orange flag, hand wave or whistle.
  - **Do not attempt to swim the jet ski back to shore.**
- **If a person falls off:**
  - Circle back **slowly** and approach the person **from downwind**.
  - Turn off the engine before allowing the person to reboard from the rear.
- **If you see another rider in distress:**
  - Maintain a safe distance, and report the situation immediately to staff or emergency services.
- **In the event of a fire or smoke from the engine:**
  - Shut off the engine.
  - Get off from the ski if safe to do so and wave orange flag to signal for help.
  - Signal for help and wait for emergency responders.
- **If weather changes suddenly (e.g., lightning, high winds):**
  - Return to the dock immediately.
  - If unable to return safely, anchor if possible and wait for assistance.
  - Call us at 402-306-8309
- **Always carry provided safety equipment:**
  - Life jackets (worn at all times)
  - Emergency whistle or sound device
  - Safety lanyard (kill switch attached to operator)
- **Call 911 or local marine rescue in case of serious emergency.**

### **General Guidelines**

**In Case of Emergency:** In case of an EMERGENCY during your rental period, CALL 911.

#### **Personal Items Dry Storage:**

Our Jet Skis have dry storage for your cell phone and other fragile items on your adventure. WE ARE NOT LIABLE FOR YOUR PERSONAL LOST OR DAMAGED ITEMS AT ANY POINT IN TIME. **IT IS YOUR RESPONSIBILITY TO ENSURE YOUR BELONGINGS ARE SAFE AT ALL TIMES.**

#### **Bluetooth Capability:**

Jet Skis include Bluetooth capability; do not bring headphones.

#### **Life Vest Fitting:**

Please arrive 15 minutes before the scheduled reservation time for life vest fitting, refresher training, completion of the safety checklist, and equipment familiarization.

### **Fuel Policy:**

Jet Skis come with a full fuel tank; additional fuel can be purchased at \$4.50/Gallon by returning to the launch site. Other fuel purchases are the renter's responsibility. A second gas tank may be needed for rental periods longer than 2.5 hours. When returning to purchase additional fuel, the rental period stops and starts paused once released from the dock.

**\*\*Nebraska Boating Club Members receive a Free 2nd Tank of Gas with every Jet Ski Rental Period\*\***

**DO NOT RUN OUT OF FUEL ON THE RIVER. If you are rescued because you ran out of fuel, the company retains the entire security deposit (\$350).**

### **Safe Zone Operating Limits:**

Nebraska Boating Company personnel will show you No Wake Zones and Safety Zone Operating Limits for the body of water you're riding on at the time of reservation. If it is your first-, second-, or third-time riding with us, a member of Nebraska Boating Company may ride near you during the rental period to ensure safe operation and answer all questions you may have.

### **Drug & Alcohol Policy:**

Zero tolerance for alcohol and drugs; intoxicated guests cannot operate or ride on Jet Skis.

### **Weight Limit Policy:**

Our Jet Skis have a weight limit of 500lbs. The more weight you add to a Jet Ski, the more unstable it can become. Any guest(s) who reach this weight limit, individually or combined with another passenger, will be required to operate their own Jet Ski to participate in this activity. If this limit is reached, guest(s) are required to use their Jet Ski. If the customer refuses to participate due to having to purchase an additional Jet Ski for the rental period, the guest(s) will NOT be issued a refund. **NO EXCEPTIONS.**

### **Our Staff:**

Our staff members are trained to keep you safe. They are also highly knowledgeable of the local area and statutes set by the local authorities and governing agency of the Missouri River. Our people are there to ensure you have the most fun possible while keeping you safe throughout your ride. We ask that you always respect our staff members and their directions. Our staff members will customize your ride to the best of their ability based on customer expectations and special requests, but we cannot guarantee all requests will be fulfilled to every guest's expectation.

Our staff members take photos and videos as a COURTESY ONLY throughout each ride but are NOT guaranteed. Photos and videos are transferred to our customers immediately after each ride via iPhone Airdrop, Text, or Email. Please note that our staff members are instructed that taking photos and videos is deemed a LAST PRIORITY in the event of any unsafe conditions and at our staff member's discretion.



In this industry, it is customary to TIP our staff members upon return from an exceptional ride. Our staff works hard to ensure your ride is fun, safe, and unforgettable so you can focus on the whole experience! So please show our staff the same hospitality they offer you, and don't forget, "If you LOVED your ride, TIP your GUIDE!"

**A Message from the Leadership Team**

Thank you for choosing Nebraska Boating Company for your water recreation needs. Nebraska Boating Company is a grassroots, community-supported, veteran-owned, family-operated small business. We are so thankful to host you in our hometown of Omaha, NE. After your adventure, please reflect on your time with us and ask yourself if there is anything you would have liked to see more or less of, and please provide that feedback through an avenue that is most convenient to you. From all of us at Nebraska Boating Company... Welcome to The River!

**"Nebraska Boating Company... We Belong to The River."**