

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 Terms of Use & Essential Information

Effective 08/01/2025

2025 Season Hours of Operation

Season: **April 1 – October 31**

Tuesday – Sunday: 9 AM – 7 PM

Monday: Closed

Holidays May Affect These Hours

Welcome to Nebraska Boating Company

Thanks for choosing Nebraska Boating Company. During the 2025 season, we offer Jet Ski Rentals & Rides at various locations around Omaha. Before you ride, please review these guidelines. They exist to protect you, others, and the waterways we love.

Reservations & Waivers

- Book online up to 48 hours in advance or call/text **(402) 306-8309** for same-day reservations (subject to availability).
 - Walk-up rentals may be available; check our calendar at www.NebraskaBoatingCompany.com/events.
 - First-time riders must:
 - Sign a waiver (online or in person).
 - Watch our safety video.
 - Complete in-person training.
 - All operators and riders must sign a liability waiver once per season and bring a matching photo ID.
 - If boating in Nebraska, you must have a Boater's Training Certificate or be born BEFORE 1985. This applies to Branched Oaks and Fremont Lakes.
 - If boating in Iowa, you do not need a Boater's Training Certificate. This applies to Carter Lake and Lake Manawa.
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Launching & Returning Jet Skis

- **We handle all launching and recovery of the jet skis.** Customers are **not allowed to tow, trailer, or transport** jet skis under any circumstances.
- Our team will launch your jet ski at the designated site, review safety guidelines, and assist you when you return.
- Please follow staff instructions carefully for safe launching and docking.

Nebraska Boating Company – We Belong to the River.



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Training Requirements

- All operators must complete both online and in-person safety training each year.
 - Our staff will provide a quick refresher before every launch.
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Age Requirements

- Operators must be **21+**.
 - Passengers must be **8+** to ride behind the operator.
 - Minors (8–17) must be with a parent or legal guardian (25+) for the entire rental.
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Safety Rules on the Water

- **No racing, stunts, or reckless driving.**
- Stay out of swim areas and No Wake Zones.
- Keep at least 50 feet from docks, boats, and people in the water.
- No alcohol or drugs at any time.
- Engine OFF when boarding from the water.
- All riders must wear a life jacket.
- Swimwear: shorts-style bottoms only (for your safety).

Pregnancy Advisory: Riding a jet ski is high impact. If you are pregnant or think you might be, we strongly advise you not to ride.

Policies

- **Arrive 15 minutes early** to allow time for check-in and safety prep.
- Late arrivals will shorten your ride. No partial refunds.
- **Cancellations:** Cancel or reschedule free up to 24 hours ahead. Less than 24 hours = \$50 fee.
- **Weather:** If we cancel due to weather or unsafe water conditions, you get a full refund or reschedule.
- **Deposit At Time Of Reservation:** \$50 hold per jet ski required. You are responsible for any damage or injury caused by your operation.

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Emergency Guidelines

- For Non-Life-Threatening Emergencies, Call us immediately: (402) 306-8309.
 - For life-threatening emergencies, **call 911**.
 - If someone falls off:
 - Circle back slowly from downwind.
 - Turn engine OFF before they reboard.
 - For fire, engine trouble, or severe weather:
 - Shut off engine if safe.
 - Signal for help with the orange flag.
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Additional Info

- **Fuel:** Start full; extra fuel \$4/gallon at our dock. Do NOT run out of gas on the river. Rescue for empty tank = loss of security deposit.
 - **Storage:** Our jet skis have dry storage, but we are not responsible for lost or damaged items.
 - **Bluetooth:** Available. No headphones.
 - **Weight Limit:** 500 lbs max per jet ski.
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Courtesy & Community

Our team is here to keep you safe and make your day unforgettable. Please respect their instructions and show appreciation for their hard work. Tips are customary for excellent service.

Thank You

We appreciate your trust in us. We love being on the water and believe in being good stewards of what God has given us. Enjoy your adventure, stay safe, and make some great memories!