



COLE WATKINS TOURS

RELEASE OF LIABILITY & ASSUMPTION OF RISK

1. I shall obey all state and local Boating Regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the boats. In the event of a citation for violation of these rules, I shall be solely responsible. I agree to immediately notify Cole Watkins Tours of any incidents or injuries occurring while renting boats.
2. I represent that I am capable of operating the equipment and find it in good working order, condition and repair.
3. I shall bear all risk of damage or loss of the equipment, or any portions thereof, including but not limited to damage or theft, and shall pay Cole Watkins Tours the cost of repair or replacement.
4. **RECOGNITION OF RISK:** I acknowledge that boating is an activity with inherent risks of injury to persons and property; I am aware of those risks and understand them. I acknowledge that lifejackets are made available for use while boating, and that all boaters are required to wear lifejackets while operating a rented boat. I understand that use of a lifejacket does not remove all risks of injury; nor does it make boating a safe activity. I alone have determined the sufficiency of any safety gear or other precautions that I decide to take to minimize the risk of the activity. No party related to Cole Watkins Tours, including Owner and employees, has made any representations regarding the safety of, or the risks of, the activity. I assume all risks of the activity.
5. **RELEASE OF LIABILITY;** I hereby **RELEASE** Cole Watkins Tours, it's owners and it's employees from liability for negligence, and **HOLDS HARMLESS** Cole Watkins Tours, and it's employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said boat.
6. This agreement constitutes the entire agreement between Cole Watkins Tours and I, and no term may be waived or modified (including the provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Cole Watkins Tours to I, except as contained herein, and Cole Watkins Tours shall not be liable for any loss or injury to I nor to anyone else, of any kind or however caused. This agreement is one of bailment only and I am not Cole Watkins Tour's agent while using said equipment. The laws of the State of Georgia shall govern this agreement.

*****I hereby acknowledge full acceptance of these terms of agreement as well as the responsibilities they entail.*****

Name_____ **Date**___/___/___ **DOB**___/___/___

Cell #_____ **Height**_____ **Weight** Under 250lbs/251lbs – 350lbs/Over 350lbs

Experience? First Time/Beginner/Moderate/Expert

Would you like to receive special offers from CWT via email? Yes or No

Email_____

Add-on's to your order? \$15 T-Shirt/\$3 Car Decal/\$5 Bluetooth Speaker Rental/ No

Signature or Signature of Guardian (if under 18)_____