CAPITAL RALLY RENTALS LLC
CUSTOMERS ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY AND AGREEMENT TO ARBITRATE

In consideration of the services of the services of Capital Rally Rentals LLC, its officers and all persons or entities with the business and for being allowed to participate in water sport activities and/or being provided with water sport recreational property or services. I/we (hereinafter referred to collectively as "I" or "we") agree as follows.

Although Capital Rally Rentals LLC has taken reasonable steps to provide me with appropriate equipment and guidelines so I can enjoy an activity for which I am not skilled, they have also informed me that this activity is not without risk. I acknowledge that Capital Rally Rentals LLC has been available to more fully explain to me the nature and physical demand of this activity and the inherent risks, hazards and dangers associated with this activity. Certain risks are inherent on each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment or accidental injury, illness, or in extreme cases permanent trauma or death. Capital Rally Rentals LLC believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes **SOME, BUT NOT ALL OF THOSE RISKS:**

1. Changing water flow, currents, wave action and other boat's wakes
2. Collision with any of the following: other participants, the watercraft, and manmade or natural objects
3. Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature
4. My sense of balance, physical coordination, ability to operate equipment, swim and/or to follow directions
5. Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning
6. The presence of insects and marina life forms
7. Equipment failure or operator error
8. Heat or sun related injuries or illness, including sunburn, sunstroke or dehydration
9. Fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident
10. Loose rocks, gravel and/or slippery surfaces

I am fully aware that renting powerboats, deck cruisers and tubes entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or anticipated inherent risks may result in injury or death. **I AGREE TO ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE INHERENT RISKS IDENTIFIED HEREIN AND THESE INHERENT RISKS NOT SPECIFICALLY IDENTIFIED.** My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of inherent risks. I certify that I am fully capable of participating in the activity. I acknowledge that I have been provided a person flotation device for myself and any other participants in this activity, and had made available for my review a copy of local boating and safety law regulations.

Furthermore, I hereby also release Capital Rally Rentals LLC and its managers and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted ("Owner") and their insurer's, if any, (collectively "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJORY OF DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AND OTHER PERSONS AS A RESULT OF MY /OUR PARTICIPATION IN THE ACTIVITY, UNLESS SUCH INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE.

If a dispute arises relating to the parties hereto which cannot be resolved by good-faith negotiations, Capital Rally Rentals LLC and I agree to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely cost-effective manner. **WE WAIVE OUR RESPECTIVE RIGHTS TO TRIAL BY JURY** AND RESOLVE OUR DISPUTE BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). In the event arbitration is necessary, the prevailing party shall be entitled to recover costs and expenses incurred in executing on or enforcing the arbitration award. The enforceability of this clause and the arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. The law of the State and Country as reflected above where the agreement is entered into and watercraft is operated, shall govern and dispute, and said County shall be the sole and exclusive place for jurisdiction and venue.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, BOTH Capital Rally Rentals LLC AND I/WE ARE WAIVING AND MODIFYING LEGAL RIGHTS. **ALL MUST SIGN:**

1_____		5_____	
Print	Signature	Print	Signature
2_____		6_____	
Print	Signature	Print	Signature
3_____		7_____	
Print	Signature	Print	Signature
4_____		8_____	
Print	Signature	Print	Signature