

EXHIBIT 1

**CITY OF FORT LAUDERDALE MARINE FACILITIES
APPLICATION FOR WATERWAY PERMITS, WAIVERS AND LICENSES**

Any agreement with the City of Fort Lauderdale and other parties, such as, but not limited to, licenses, permits and approvals involving municipal docking facilities or private uses in the waterways as regulated by Section 8 of the City Code of Ordinances or Section 47-19.3 of the City's Urban Land Development Regulations, shall be preceded by the execution and filing of the following application form available at the Office of the Supervisor of Marine Facilities. The completed application must be presented with the applicable processing fee paid before the agreement is prepared or the application processed for formal consideration (see City of Fort Lauderdale Code Section 2-157). If legal publication is necessary, the applicant agrees to pay the cost of such publication in addition to the application fee.

APPLICATION FORM
MUST BE IN TYPEWRITTEN FORM ONLY

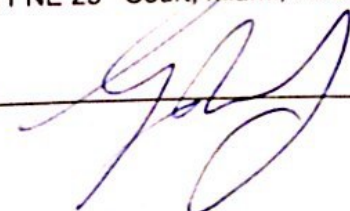
1. LEGAL NAME OF APPLICANT - (if corporation, name and titles of officers as well as exact name of corporation. If individuals doing business under fictitious name, correct names of individuals, not fictitious names, must be used):

NAME: Doctor Jet Ski of Fort Lauderdale, Inc.
President – Raviv Grinberg
V. President & Treasurer – Henry Levy

TELEPHONE NUMBER: 786.202.0507
(Business)

2. ADDRESS: 4060 Galt Ocean Dr, Fort Lauderdale, FL 33308
3. TYPE OF AGREEMENT DESIRED: Waiver for motorized water sports concession /Paddle boards / Banana Boat & Kayaks.
4. REASON FOR REQUEST: Water craft rentals.
5. ADDRESS AND LEGAL DESCRIPTION OF PREMISES OR AREA AFFECTED: Ocean Sky Hotel and Resort.
STREET ADDRESS: 4060 Galt Ocean Drive, Fort Lauderdale, FL 33308
LEGAL DESCRIPTION: see pages 10-12
6. PROOF OF OWNERSHIP – (Certificate of title by recognized title company certifying ownership of land): See Ex 2 Pages 27-29
7. SIGNATURE AND TITLE: V. President & Treasurer – Henry Levy
8. WATERSPORT OPERATOR'S NAME: Doctor Jet Ski of Fort Lauderdale, Inc.
MAILING ADDRESS: 21311 NE 25th Court, Miami, FL 33180

SIGNATURE AND TITLE: _____

 president

=====

The sum of _____ was paid by the above-named applicant on the
_____ day of _____, 2014.

By: _____
City of Fort Lauderdale

===== FOR OFFICIAL USE ONLY =====

Marine Advisory Board Action:
Formal Action taken on _____

Commission Action:
Formal Action taken on _____

Accepted _____ Continued to _____

Accepted _____ Continued to _____

Rejected _____ Referred to _____

Rejected _____ Referred to _____

01/07/14
Beach waiver



City of Fort Lauderdale

As the owners of the Ocean Sky Hotel & Resort, we give our full support to Dr. Jetski of Fort Lauderdale Inc's application for a permit to operate a watersports rental business (including waverunners) on our property.

Watersports concessions have operated at our hotel safely and without serious incident at least since our purchase of the property in 1991, and this amenity has been enjoyed by tens of thousands of our guests. We are confident that Dr. Jetski will continue in the tradition of offering a first class service, and hope that the permit may issue within the briefest feasible delay.

Should you have any questions or require any further information, please do not hesitate to communicate with the Hotel's General Manager, Paul Cahaly at 954-565-6611

Thank you for your cooperation

Plaza Beach Hotel Corp

A handwritten signature in blue ink, appearing to read "Jack Sofer", is written over a light blue circular stamp.

Jack Sofer

www.oceanskyresort.com

4060 Galt Ocean Drive, Fort Lauderdale, FL 33308
Phone: (954) 565-6611 Fax: (954) 564-7730 Toll Free: (800) 678-9022

City of Fort Lauderdale Marine Board Facility

Re: Application for Waterway Permit, Waiver and Licenses

Dear Chair, Board members & Staff Liaison

Enclosed is the application for Doctor Jet Ski of Fort Lauderdale, Inc.
To provide Jet Ski, Banana Boat, Kayak and Paddle Board rentals at the Ocean Sky Hotel & Resort's
beach, 4060 Galt Ocean Drive, Fort Lauderdale, FL 33308

Regards

Henry Levy

A handwritten signature in blue ink, appearing to be 'H. Levy', written in a cursive style.

INDEX

Description of activities.....Pages 5-9

Legal Description of Property.....Pages 10-12

Special purpose survey.....Pages 13-14
* Sign site & buoy placement

Cross-section detail.....Pages 15-17
* Sign & buoy installation

Insurance certificate.....Pages 18-19

Forms.....Pages 20-23
* Concession instruction & release of liability statement

Photos.....Pages 24-26

Exhibit #2.....Pages 27-30
* PROOF OF OWNERSHIP

Description Of Activities

WAVERUNNERS

6-Yamaha VX 110 Waverunners

All renters must be over the age of 26, unless they have a boater's license or temporary Boating Safety Certificate, in which case they must be 18. All renters are required to proceed at idle speed when traveling in an out of the buoy marked corridor (see legal description of 1st page of application) that takes renters from the shoreline out to the riding area. All renters will be required to stay within boundary limits (which keep renters out of all swimming areas), keep a distance of 300 feet from any other personal water crafts or boats and follow all state and local laws pertaining to the operation of personal water crafts (PWC).

All riders (including passengers) are required to wear US Coast Guard approved type III personal flotation device. All riders (including passengers) will be required to read and initial PWC Renter orientation Checklist (see pages 21-22). The riders (including passengers) will sign our individually numbered mandatory agreement release Waiver. All riders (including passengers) will then be given pre-ride instruction that will inform them how to operate the wave runner during their ride.

Chase wave runner

To ensure safety, a chase wave runner will be on the water at all times during rentals. This chase vessel will assist renters if needed and ensure that all renters are following the rules and regulations.

Any renter who violates the rules will have their ride cancelled.

To distinguish the chase vessel, there will be a yellow sticker that will be clearly visible to renters, as well as personnel, on the shore. Rentals will have a large white sticker to distinguish them from other wave runners in the area.

Corridor and swimmers right of way

Water sports personnel will also keep swimmers out of the buoy marked corridor to ensure that swimmers are kept away from wave runners for their safety.

The buoys will be taken out every day before the start of the operation and attached with a clip to the rope.

Vessel marking

All rental wave runners will be marked with a 12 inch number sticker to distinguish them from other waverunners in the water. This allows the chase wave runner to ensure visual contact from a great distance with all rentals.

Fuel handling

Gas will be kept in 5-gallon gas containers.
Storage of gas will adhere to all Federal, State and City regulations.
Drip pans will be used to ensure that no gas gets onto the beach.
Just in case, absorption materials will be on hand to clean up any spillage.
All fuel will be removed at the end of the day.

Noise muffling

The wave runners have a muffling system that is below the water line and greatly reduces noise levels. The Yamaha wave runner produces about 82 decibels which is below the Florida legal limit of 90 decibels.

Storage

Wave runners will be stored on the beach on beach trailers.
All wave runners will be covered, locked and secured.

Inspection

All wave runners are maintained and inspected daily to ensure they are in proper working order. Daily maintenance is done to ensure that all wave runners are in safe operating order.
Wave runners will be removed from the beach for all major repairs and the repair will be performed by a certified mechanic.
All wave runners will be upgraded as needed.

BANANA BOAT

One Ten-passenger banana boat: Max load – 1800 Lbs.; Width – 8', Length – 17'
It sits five passengers in each side (see page 25)
One wave runner vx110 to pull the banana boat.

Passenger capacity

One to 10 passengers can ride at the same time.
A banana boat is an inflatable boat that is pulled by a wave runner.
Passengers sit on it and hold on to a strap as the banana boat is dragged around.
The banana boat is towed in and out of the buoy marked corridor at idle speed.
The banana boat will be pulled by a wave runner operated by a licensed captain.
The wave runner used to pull the banana boat will have side mirrors to watch the banana boat and passengers during the ride.

Equipment requirement

All riders are required to wear US Coast Guard approved type III personal flotation device and padded head gear must be worn by each passenger. (See page 25).

PADDLE BOARD & KAYAKS

Instructions & Customer Training

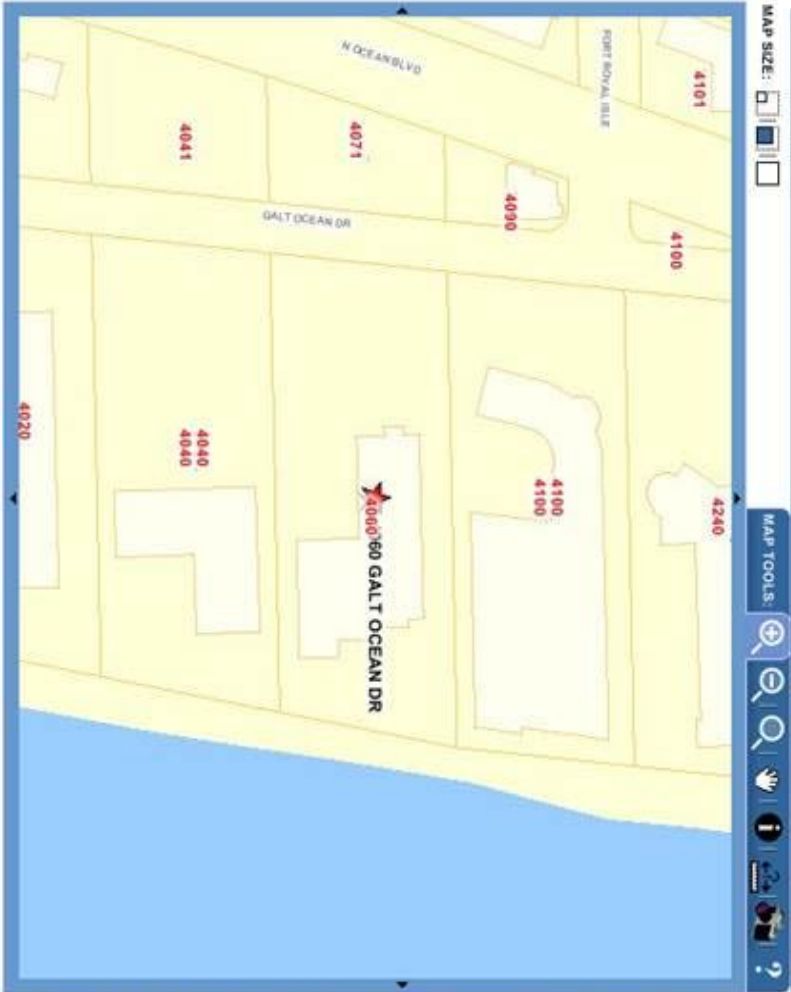
Each customer will receive written and verbal instructions for Paddle Boarding:

- * Each Paddle Board comes with a leash and life vest.
- * You must proceed in single file (not parallel).
- * You must go against the wind and current at all times.
- * You may not travel in any designated channels.
- * You must remain near the shore line at all times.
- * If there is lightning, rain or increased wind due to a storm, you must return to the rental location and wait 30 minutes. After the conditions return to normal, you may resume your ride.
- * Never leave your board. If you lose your paddle, paddle with your hands. This is easier than swimming for it, as the wind can blow it away faster than you can swim. Always paddle upwind first; it is more difficult than downwind. Do not get caught in a long distance downwind; you may not make it back.
- * Stay attached to your board with an ankle leash.
- * Your paddle is your friend. Keep it in the water as much as possible. You can push the blade forward or backward to keep from falling, and even lean on it or pull up on it momentarily to keep from falling. Never let go of your paddle.
- * Foot Position. Stand in the middle of the board: too far forward will sink the nose, too far backward will drag the tail and be slow. Generally, you should stand centered with both feet approximately shoulder width apart and facing forward for long distance paddling on flat water. When the surface is choppy, or you are in waves, you should adopt a surfer's stand with your dominant foot forward, just as in normal surfing.

- * Use a coiled SUP Leash that will stay on top of your SUP board reducing the chance you will snag anything under the water. Attached your surf safety leash to your rear foot.
- * Paddling – Reach forward with your paddle and put the blade in almost vertically, close to the board. Stroke back, visualizing pulling the board forward in the water. Don't try to extend the strokes too far past your legs because that angles the blade too much and pull the board edge downwards. Your blade is angled forward for two reasons: to make the blade more stable in the water (as you will see if you try to stroke with the blade backwards) and to improve the release of the blade as you pull it up. Stroking too far backwards defeats that smooth release.
- * Happy feet – You need to learn that your feet are not bolted to the board. As your balance improves, you can move around the board more. In flat water paddle boarding you need to imitate this learning by forcing yourself to move your feet around. Shift from centered to fore and aft stance. Move your back foot more towards the tail then back centered again. In chop your learning will be automatic – when you master sideways chop you are bound to be moving about on the board.
- * Turning and spinning – Initially you will be turning the board slowly by stroking away from the board. This is the slow way around. It is fine for flat water, but is too slow to surf. The faster way is to put weight on the back of the board and stroke with the paddle to pivot the board. Once you are in the fore and aft position you can start practicing this by just putting weight on your back leg. This works even better if you take a step backwards. You need to lean on the paddle a bit to optimize these moves. Once you can spin the board 360°, you are ready to surf.

Legal Description **of Property**

Property Information Reporter

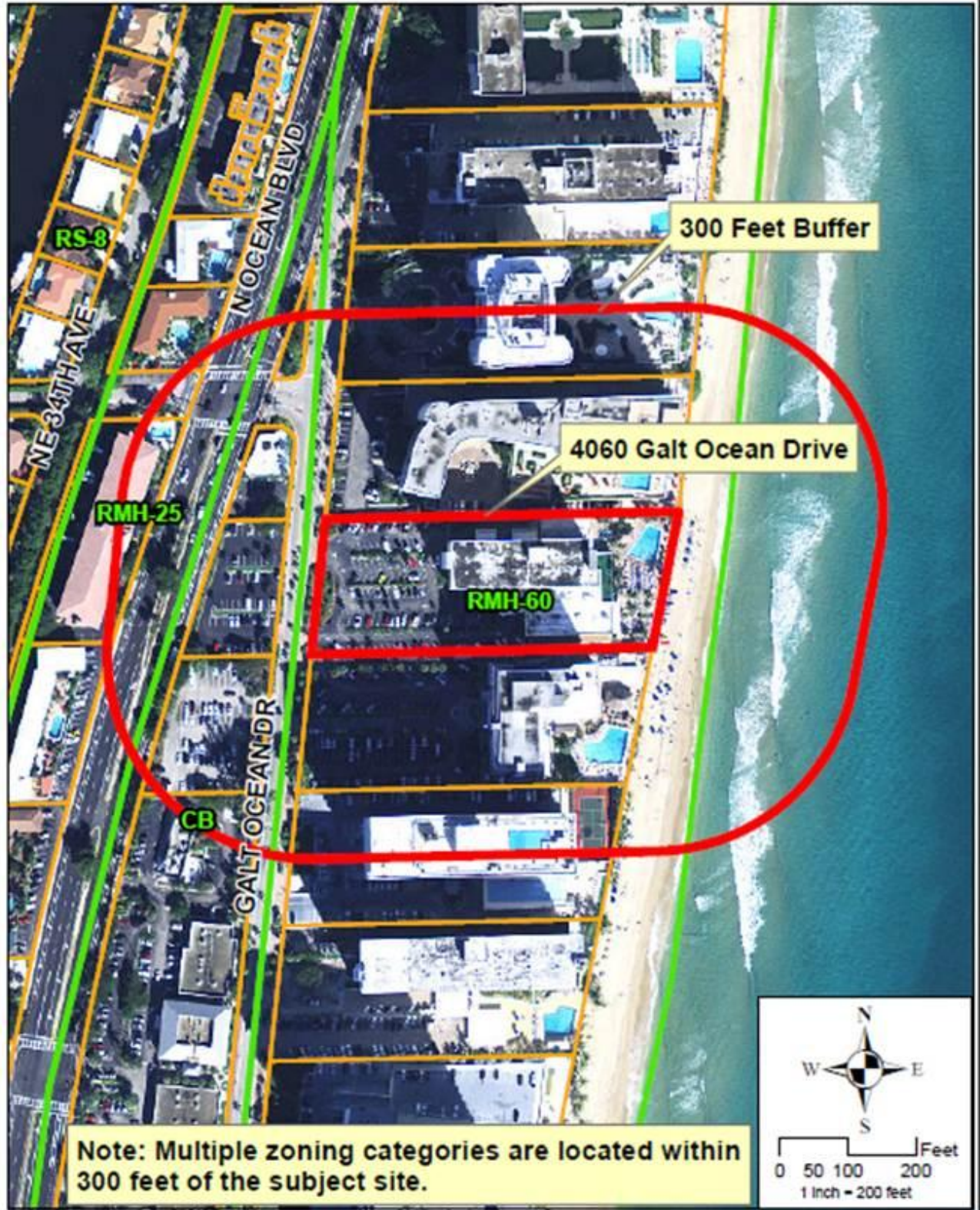


Property ID: 9319080010

©2012 City of Fort Lauderdale, Florida

0 83 ft

SEARCH	REPORT	LAYERS	LEGEND	PRINT
Location Information				
Parcel ID:	9319080010			
Folio Number:	494319080010			
Property Address:	4060 GALT OCEAN DR Fort Lauderdale, FL 33308			
Owner(s):	PLAZA BEACH HOTEL CORP, % TIDAN CONST INC			
Owner Address:	4060 GALT OCEAN DR FORT LAUDERDALE FL 33308			
City Zoning:	RMH-60			
County Zoning:	County zoning not applicable			
City Commissioner:	Bruce G. Roberts in District 1			
Neighborhood Association:	Galt Mile Community Assoc.			
Section, Township Range:	194943			
City Police District:	District 1			
Garbage Pickup Days:	Monday/Thursday			
Garbage Service Provider:	CHOICE ZONE 2			
Yard Waste Pickup Day:	Monday			
Yard Waste Service Provider:	CHOICE ZONE 2			
Recycling Pickup Day:	Thursday			
SEARCH	REPORT	LAYERS	LEGEND	PRINT
Garbage Service				
Garbage Service Provider:	CHOICE ZONE 2			
Yard Waste Service Provider:	CHOICE ZONE 2			
Recycling Pickup Day:	Thursday			
Recycling Service Provider:	ALL SERVICE			
Bulk Trash Pickup:	Every 4th Tuesday of the month			
Bulk Trash Service Provider:	CITY			
Hurricane Evacuation:				
Typically a Category 1-2 Hurricane requires a mandatory evacuation.				
FEMA Flood Information				
The property is located in panel number 12011C0209 F and appears to be in FEMA Zone X with an unknown flood elevation. To verify this information or to check if FEMA has issued a Letter of Map Change for the property, please call the City of Fort Lauderdale at (954)628-3286. You may also verify the FEMA zone by visiting FEMA's website by clicking here.				
Served By Fire Station: S4				
Property Located Within Enterprise Zone: NO				
High School: Fort Lauderdale High				
Middle School: Sunrise Middle				
Elementary School: Bayview Elementary				



Note: Multiple zoning categories are located within 300 feet of the subject site.



4060 Galt Ocean Drive



Special purpose Survey



Watersports sign,
double sided.



The Beach

SHORELINE

50 FT

Watersports sign,
double sided.



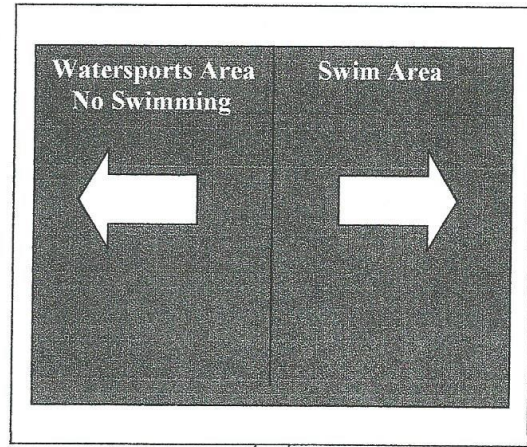
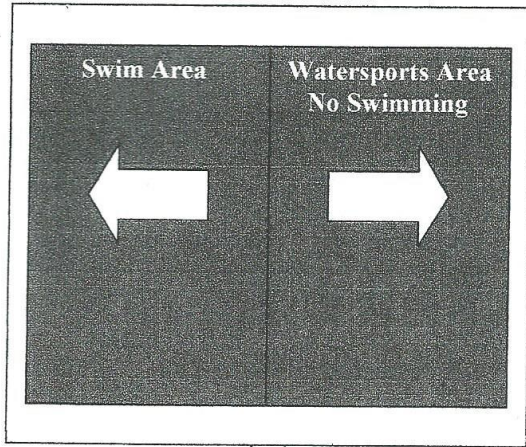
Watercraft
Station

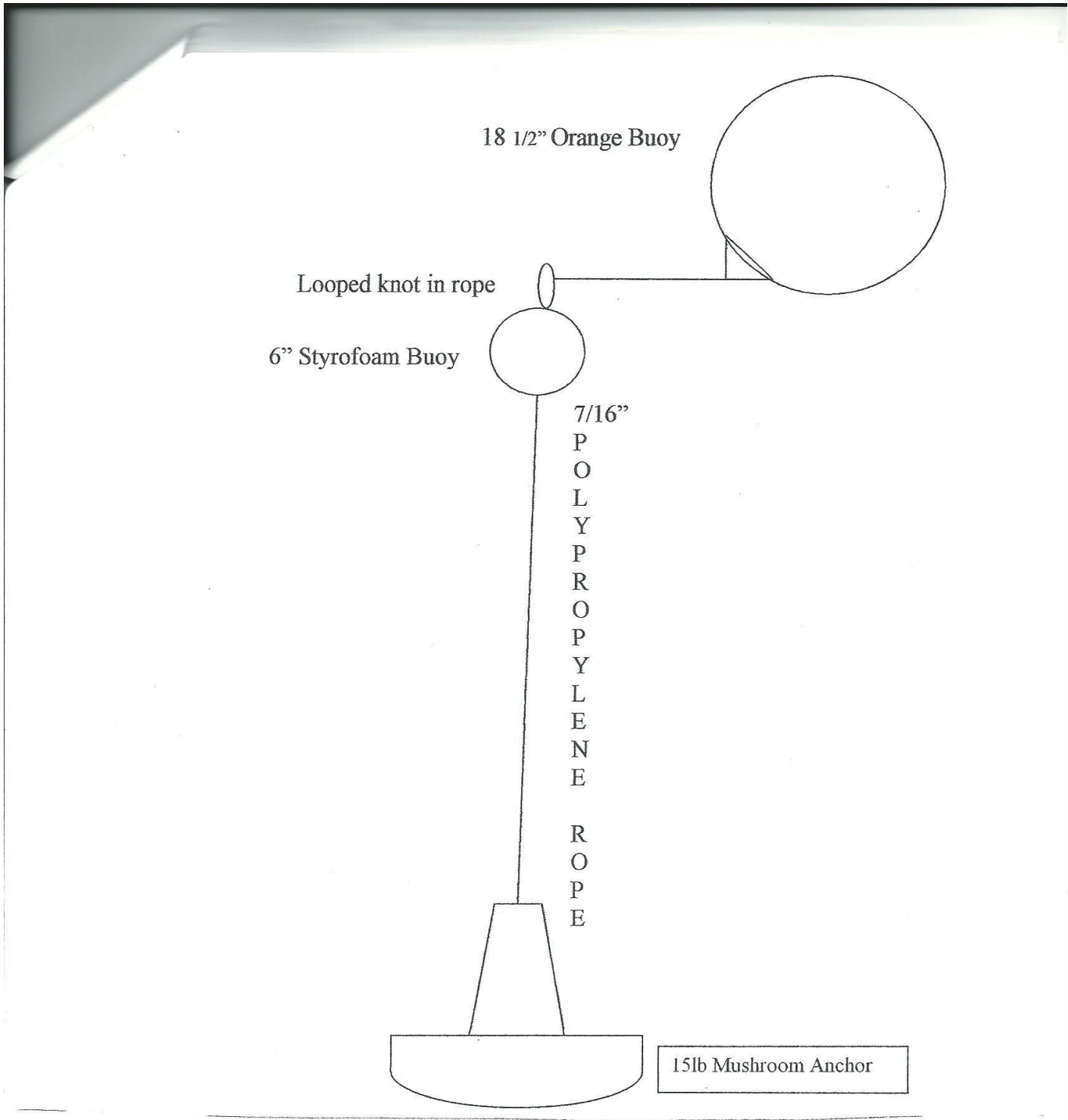


Storage



Cross-section detail Sign & buoy installation





18 1/2" Orange Buoy

Looped knot in rope

6" Styrofoam Buoy

7/16"
P
O
L
Y
P
R
O
P
Y
L
E
N
E

R
O
P
E

15lb Mushroom Anchor

Insurance Certificate

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MS
DRJET-1

DATE (MM/DD/YYYY)
12/18/13

PRODUCER

Logan Insurance Agency, Inc.
3801 North 9th Avenue
Pensacola FL 32503
Phone: 850-438-1449 Fax: 850-438-0085

INSURED

Dr. Jet Ski of Ft. Lauderdale,
Inc.
21311 NE 25th Ct.
Miami FL 33180

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-DUCT <input type="checkbox"/> LOC	13-0202	01/01/14	01/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 chairs, umbrellas, kayaks, paddle boards rented to others

CERTIFICATE HOLDER

CITYOFF

City of Ft. Lauderdale
Dept. of Procurement Services
100 N. Andrews Ave.
Ft. Lauderdale FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Michael E Suskind *Michael Suskind*

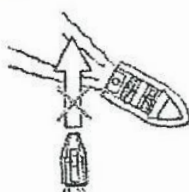



Forms
Concession instruction &
release of liability statement

PWC Renter Orientation Checklist

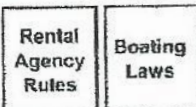


Protective Clothing/Equipment for Operators and Passengers		
Renter Initials		<p>Wear PFD and Other Protective Clothing/Equipment</p> <ul style="list-style-type: none"> You must wear an appropriate personal flotation device (PFD) at all times. Wear a wet-suit (or wet suit bottom) while operating the PWC. Normal swimwear does not adequately protect against forceful water entry into rectum or vagina. Severe internal injuries can occur if water is forced into body cavities as a result of falling into water or being near jet thrust nozzle. Additional protective equipment (such as footwear, eyewear) may be needed.
PWC Controls		
Renter Initials		<p>Keep Lanyard Attached</p> <ul style="list-style-type: none"> Securely attach engine shut-off cord (lanyard) to your wrist or PFD (as directed) and wear it at all times. Then, if you fall off the PWC, the engine will stop.
Renter Initials		<p>Know How to Start and Stop the Engine</p> <ul style="list-style-type: none"> To start the engine, be sure that the lanyard is attached and push the start button. To stop the engine, push the stop button. Stopping the engine <u>will not</u> stop the forward motion of the PWC and <u>will</u> result in loss of steering.
Renter Initials		<p>Know Operational Controls</p> <ul style="list-style-type: none"> The throttle controls your speed. Apply the throttle lever on the handle to accelerate and release it to slow down. The handlebars move the jet thrust nozzle directing thrust in different directions to steer the PWC. <u>Without thrust, you cannot steer the PWC.</u>
Avoid Collisions—Most PWC Injuries and Deaths Result from Collisions		
Renter Initials		<p>Do Not Release Throttle when Trying to Steer</p> <ul style="list-style-type: none"> <u>You need throttle to steer.</u> <p>Take Early Action to Avoid Collisions</p> <ul style="list-style-type: none"> Remember, PWCs and other boats <u>do not have brakes.</u>
Renter Initials		<p>Scan Constantly</p> <ul style="list-style-type: none"> Scan constantly for people, objects and other watercraft. Be alert for conditions that limit your visibility or block your vision of others.
Renter Initials		<p>Operate Defensively</p> <ul style="list-style-type: none"> Operate at safe speeds. Keep a safe distance away from people, objects and other boats (including PWCs). Do not follow directly behind PWCs or other boats. Do not go near others to spray or splash them with water. Avoid sharp turns and other maneuvers that make it difficult for others to avoid colliding with you or that make it difficult for others to understand where you are going.

(continued)

Other Hazards

Renter Initials		<p>Avoid Aggressive Maneuvers</p> <ul style="list-style-type: none"> • This is a high-performance boat—it is not a toy. • Ride within your limits and avoid aggressive maneuvers to reduce the risk of loss of control, ejection, and collision. • Sharp turns or jumping wakes or waves can increase the risk of back/spinal injury (paralysis), facial injuries, and broken legs, ankles or other bones. • Do not jump wakes or waves.
Renter Initials		<p>Keep Away from Intake Grate</p> <ul style="list-style-type: none"> • Items such as long hair, loose clothing, or PFD straps can become entangled in moving parts resulting in severe injury or drowning.
Renter Initials		<p>Do Not Apply Throttle when Anyone is at the Rear of the PWC</p> <ul style="list-style-type: none"> • Do not apply the throttle when anyone is standing or swimming toward the rear of the PWC. Water and/or debris exiting jet thrust nozzle can cause serious injury.
Renter Initials		<p>Know How to Right the PWC in Open Water</p> <ul style="list-style-type: none"> • If you capsize in open water, swim to the rear of the PWC and turn it upright—be sure to turn it in the proper direction. Then, board from the rear.

Other Rules and Safety Information that May Apply to Your Situation

Renter Initials		<p>Follow Rental Agency Rules and Boating Laws</p> <ul style="list-style-type: none"> • Review all rental agency rules and applicable boating laws. • Do not overload PWC. Do not tow unless the PWC is designed and equipped for towing. Know and follow all State requirements related to towing.
Renter Initials		<p>Know the Waters</p> <ul style="list-style-type: none"> • Know the area in which you will be operating and observe all navigational markers and signs.
Renter Initials		<p>Follow the Additional PWC Warnings and Instructions that May Apply</p> <ul style="list-style-type: none"> • Depending on the circumstances, the Owner's Manual and product labels may have relevant information not covered in this basic orientation.

Final Check

Renter Initials	<p>READY AND ABLE ?</p>	<ul style="list-style-type: none"> • Do you understand that you should scan constantly, operate defensively and avoid aggressive maneuvers? • Do you understand that PWCs do not have brakes? • Do you understand that you should <u>not</u> release the throttle when you are trying to steer away from people, objects and other boats (including PWCs)? • Do you have any questions about the PWC or its operation?
-----------------	--------------------------------	--

I have been instructed on and understand the rules and information provided in this orientation.

_____ Signature of PWC Renter	_____ Signature of PWC Rental Agency Employee	_____ Date
_____ Print Name	_____ Print Name	

Adapted by Yamaha from the National Association of State Boating Law Administrators and Personal Watercraft Industry Association Model Checklist.

(2)

LIT-18869-CK-LT

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS
& INDEMNIFICATION AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities, vessels, and participate in operating personal watercraft and other activities (collectively the "Activities") provided by _____ (the "Host"), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that he/she has or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training. As used herein, the term "Equipment" shall include, but not be limited to, personal watercraft;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant understands that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant specifically understands that he/she is releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant understands that his/her participation in the Activities is voluntary and further understands that he/she has the opportunity to inspect the Host's Equipment, vessels, and facilities before any participation.

The Participant understands that he/she is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant observes any unusual hazard or condition, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Name (Printed): _____ Date: _____

Participant's Signature: _____ Date: _____

Photos



Banana Boat





EXHIBIT # 2

PROOF OF OWNERSHIP

State of Florida



Department of State

I certify from the records of this office that DOCTOR JET SKI OF FT. LAUDERDALE, INC. is a corporation organized under the laws of the State of Florida, filed on November 22, 2013.

The document number of this corporation is P13000095550.

I further certify that said corporation has paid all fees due this office through December 31, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 613A00027219-112613-P13000095550-1/1, noted below.

Authentication Code: 613A00027219-112613-P13000095550-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of November, 2013



Ken Detsner
Ken Detsner
Secretary of State



November 26, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

DOCTOR JET SKI OF FT. LAUDERDALE, INC.
DOCTOR JET SKI OF FT. LAUDERDALE, INC.
21311 NE 25TH COURT
MIAMI, FL 33180

The Articles of Incorporation for DOCTOR JET SKI OF FT. LAUDERDALE, INC. were filed on November 22, 2013 and assigned document number P13000095550. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Tyrone Scott, Regulatory Specialist II
New Filings Section Letter Number: 613A00027219
Amount charged: 78.75

P.O BOX 6327 - Tallahassee, Florida 32314

ARTICLES OF INCORPORATION

Article I. Name

The name of this Florida corporation is:
Doctor Jet Ski of Ft. Lauderdale, Inc.

Article II. Address

The Corporation's street and mailing address of the initial principal office is:
Doctor Jet Ski of Ft. Lauderdale, Inc.
21311 NE 25th Court
Miami FL 33180

Article III. Registered Agent

The name and address of the Corporation's registered agent is:
Peter M. Hockman
80 SW 8th Street
Suite 3100
Miami FL 33130

Article IV. Board of Directors

The name and address of each member of the Corporation's Board of Directors is:

Henry Levy	21311 NE 25th Court Miami, FL 33180
Raviv Grinberg	18800 NE 29th Ave, Apt#1113 Aventura, FL 33180

The affairs of the Corporation shall be managed by a Board of Directors consisting of no less than one director. The number of directors may be increased or decreased from time to time in accordance with the Bylaws of the Corporation. The election of directors shall be done in accordance with the Bylaws. The directors shall be protected from personal liability to the fullest extent permitted by applicable law.

Corporate Creations International Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens FL 33410
(561) 694-8107