



## Two Rivers Marina, LLC

### WAIVER & RELEASE

- I. **DISCLAIMER** – This Waiver and Release is applicable to all renters, operators, and users of equipment provided by Rental Company \*(For purposes of this Waiver and Release, the term “Rental Company” includes all employees, agents, representatives, servants, assigns, successors, insurers, and subsidiaries of Two Rivers Marina, LLC Rental Company.) The under signed agrees that he/she is also signing this Release on behalf of undersigned’s minor children. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Rental Company. INITIALS: \_\_\_\_\_**
- II. **EXPRESSED ASSUMPTION OF RISK** – The undersigned hereby agrees that he/she is renting, operating or using equipment provided by Rental Company at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation , or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **even if such damages arise out of the or fault of Rental Company. INITIALS: \_\_\_\_\_**
- III. **WAIVER/RELEASE OF LIABILITY** – By the execution of this Release, the undersigned agrees that the Rental shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Rental Company shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY RENTAL COMPANY,**

WHETHER SUCH NEGLIGENCE IS PRESENT AT THE SIGNING OF THE release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rental Company. **INITIALS:** \_\_\_\_\_

**IV. LIABILITY TO THIRD PARTIES** – The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned’s custody, care and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company , **even if such damages arise out of the negligence or fault of Rental Company**. **INITIALS:** \_\_\_\_\_

**V. ACKNOWLEDGEMENT OF WAIVER AND RELEASE** – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Rental Company with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for Rental Company’s negligence**. **INITIALS:** \_\_\_\_\_

**\*\*\*READ RELEASE BEFORE SIGNING\*\*\***

_____ Renter/Date	_____ Operator/Passenger
_____ Operator/Passenger	_____ Operator/Passenger
_____ Operator/Passenger	_____ Operator/Passenger
_____ Operator/Passenger	_____ Operator/Passenger

