

WAIVER & RELEASE

AGREEMENT made this ____ day of _____, 20____, by and between Boat Shop Rentals, LLC, a South Dakota Limited Liability Company, hereinafter referred to "BSR", and _____, hereinafter referred to as "Rentee".

THIS AGREEMENT IS MADE FOR THE SPECIFIC PURPOSE OF THE RENTEE'S ACKNOWLEDGEMENT THAT IN RENTING THE PRODUCT HEREIN 'BSR' AND RENTEE ARE MAKING AGREEMENTS THROUGH WHICH RENTEE AGREES TO HOLD 'BSR' FREE FROM ANY LIABILITY ASSOCIATED WITH RENTEE'S USE OF THE PRODUCT BELOW DEFINED.

PLEASE PLACE YOUR INTITIALS IN THE BLANK SPACE PRECEDING EACH PARAGRAPH BELOW:

____ 1. Rentee agrees that 'BSR' has made no representations to him/her in regard to operation of the boat/craft herein. Rentee has advised 'BSR' that he/she is skilled and capable of operating the boat/craft Rentee is renting and that upon taking possession of said boat/craft is holding him or herself out as being skilled at operating the craft and any accident, damage, or other incident causing liability will be at his/her peril and not that of BSR or its individual owners.

____ 2. Rentee agrees that in taking possession of the boat/craft he/she is accepting all responsibility of any sort or kind in regard to the operation of the boat/craft, and that he/she is agreeing to waive any and all liability, or any sort or kind, not matter how derived, from his/her use of the boat/craft rented from 'BSR'.

____ 3. Rentee agrees and understands that in renting the boat/craft he/she is undertaking what could be hazardous activity and one where he/she or others could suffer injury or death. Rentee hereby states that he/she is aware of the risk of harm (or death) and that he/she is assuming the risk of such harm or injury knowing that such risk exists.

____ 4. Rentee understands that release and waiver of liability will apply to him/her, his/her heirs, children, assignees or other third party who may have an interest should he/she suffer harm or death while operating the boat/craft involved in this waiver of liability.

____ 5. Rentee agrees that in the event a third party is injured pursuant to Rentee's renting of the boat/craft involved that he/she shall indemnify, hold harmless and defend 'BSR' from any liability, lawsuit or claim for damages of any kind or sort arising out of his/her operation of the boat/craft rented herein, and that he/she will indemnify 'BSR' for any and all cost, judgments and fees expended (including attorneys fees) in defending any claim made by third parties not a part of this contract and waiver.

____ 6. Rentee agrees that the laws of the State of South Dakota will apply to the terms of this contract, and that the proper venue for any claim shall be in Brule County, South Dakota.

____ 7. The boat/craft hereby rented is as follows:

MAX OCCUPANCY: _____

Rentee agrees that he/she has inspected the boat/craft and that at the time of his/her taking possession there is no visible damage to the boat/craft and that he/she accepts the boat/craft in the manner presented herein. Any pre-existing damage to the boat/craft has been listed at the bottom of this agreement.

8. Rentee agrees to operate said boat/craft in a reasonable and safe manner, and agrees that the only persons who will operate the boat are persons specifically who are listed herein and who also represent that they have the requisite skill necessary to operate the boat/craft in a safe manner.

Dated this ____ day of _____, 20__.

BOAT SHOP RENTALS, LLC

By: _____
Its:

RENTEE:

RENTEE:

RENTEE:
