

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 watercraft.

_____ 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, no 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. Rentee further acknowledges that any accident, damage or other claim arising out of their operating the watercraft will be their individual responsibility and not that of BSR. Rentee understands that BSR is providing no insurance or other coverage involving their use of the watercraft being rented herein.

_____ 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, and further understands that passengers who are in the watercraft during the time this agreement is in effect shall not be covered by any part of this rental agreement.

_____ 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 'BRS' 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 "BRS" 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 listed herein and who shall also have the requisite skill and experience necessary so as to able to operate the watercraft in a safe manner.

____ 9. During the time Rentee uses said watercraft it is agreed that Rentee shall not allow any pets to be in the watercraft, and further agrees to not bring any sort of grill, whether charcoal, propane or electric, on the watercraft as well.

FINANCIAL REQUIREMENTS

____ 10. Rentee represents that he is 21 years of age and has a driver's license issued by the state of his/her residence. Rentee agrees to provide BSR a copy of his/her driver's license verifying their age.

____ 11. Rentee further agrees that as this agreement is between them and BSR that no one other than themselves may operate the watercraft rented herein. If any other person is to operate said watercraft it is agreed that they shall furnish a copy of their driver's license showing they are at least 21 years of age, and they shall be required to sign onto this agreement as a co-obligor to all agreements made herein.

____ 12. Rentee has examined and inspected the watercraft to be leased herein and he accepts the same in the condition it now is. If upon inspection there are condition issues with any equipment or the watercraft itself those shall be noted at the bottom of this agreement as Rentee agrees that any damage caused to the watercraft, or any equipment that is lost or otherwise misplaced, shall be the financial responsibility of Rentee and Rentee agrees to make whole any damage or lost property discovered at the end of the rental period agreed.

___ 13. Rentee agrees to provide BSR with a valid credit card which BSR may charge against for any damage or loss caused to the watercraft or its equipment during the term that Rentee has use of the watercraft above described. The parties do mutually agree that any damage caused by weather or other Act of God shall not be the fault of Rentee. Rentee shall be obligated to repay BSR for any loss or damage other than the above. Rentee agrees that BSR may charge Rentee's credit card for any damage or loss it suffered.

___ 14. Rentee agrees that should he/she wish to cancel this agreement prior to use that Rentee shall give BSR no less than 72 hours notice of cancellation.

___ 15. The responsible driver(s)/captain(s) are to follow all South Dakota Boating Laws and Regulations and are not allowed to operate the boat under any influence of drugs/marijuana/alcohol of any kind that cause physical impairment.

___ 16. Rentee agrees to pay to BSR a \$100 deposit when making a reservation for use of the watercraft above. Should Rentee not provide BSR with 72 hour notice of cancellation it is agreed that BSR may keep the \$100 as liquidated damages for late notice cancellation.

___ 17. Rentee understands that this agreement shall be deemed to cover an 8 hour period of time, from 11 a.m. to 7 p.m. on the date Rentee takes possession of the watercraft. Rentee agrees to return the watercraft to BSR no later than 15 minutes after the conclusion of this time period. In the event that Rentee is later than that time it is acknowledged by Rentee that BSR will charge a late fee of \$100 for every 15 minute time period that Rentee has the watercraft thereafter. Rentee specifically understands that BSR may charge his/her credit card immediately upon the Rentee's return of the watercraft to BSR.

Dated this ___ day of _____, 20___.

BOAT SHOP RENTALS, LLC

By: _____

Its:

RENTEE:

Print Name:

Address & Phone Number:

RENTEE:

Print Name:

Address & Phone Number: