

RiverWinds Landing, Inc.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

CAUTION!! READ BEFORE SIGNING

I. DISCLAIMER

This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity (Rental Agreement) is applicable to all renters, operators, passengers, and users of equipment provided by RiverWinds Landing, Inc., the Rental company. For the purpose of this rental agreement, the term "rental company" includes all employees, agents, representatives, servants, successors, insurers and subsidiaries of RiverWinds Landing, Inc. The undersigned agrees that he/she is also signing this rental agreement on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody or control. Renter agrees that he/she will disclose to the 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 the Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to undisclosed individuals.

II. EXPRESS ASSUMPTION OF RISK

I acknowledge that the operation or use of a watercraft has inherent risks that may lead to bodily injury or death. I further understand that I am not bound or required to participate in any of the activities presented to me, but I have willingly and voluntarily decided to participate. I realize that I am free to refuse to participate in any or all activities including those I feel uncomfortable with or which I feel cannot be completed safely by me. I knowingly and voluntarily assume all risk of injury, illness, damage or loss, both known and unknown, associated with the rental, operation, or use of the watercraft or associated rental equipment, even if arising from the negligence, act or omission of the rental company, and assume full responsibility for my participation.

III. RELEASE/COVENANT NOT TO SUE

I hereby release and hold harmless the Rental company from all liability, claims, demands or causes of action for any injury, disability, death, or loss or damage to person or property sustained by me and/or any minor children for whom I am a parent, legal guardian, or otherwise responsible, whether caused by negligence of the Rental company or otherwise. This includes any injury, disability, death, or loss or damage to person or property sustained as a result of a hidden, latent, or obvious defect on the watercraft or any of the equipment used, or any failure to properly instruct, supervise or train as part of the consideration for using the rented equipment, I promise not to sue or make a claim against the Rental company for any damage or loss suffered as a result of my participation in the rental activities. It is the intent of this rental agreement to fully and completely release the Rental Company from all claims.

IV. INDEMNITY/LIABILITY TO THIRD PARTIES

I agree that I will indemnify and hold harmless the 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 custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by the Rental company, even if such damages arise out of the negligence or fault of the Rental company.

Initials: (1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____ (7) _____

** Initials certify that I have read and agree to all of the above terms, conditions and release of liability.

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft rented from the Rental company and am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; (d) in violation of the safety instructions that I received from the Rental Company.

I further agree to the following terms:

Renter must be 25 years of age or older to rent.

No person may operate the rented watercraft without signing this form as part of the rental agreement.

Renter must provide a valid credit card number to be held for appropriate charges including damages.

Watercraft is not to be operated between actual sunset and sunrise eastern standard time. This is not discretionary.

Renter will report any accident, malfunction, or breakdown involving the watercraft to the Rental Company as soon as possible.

Renter will not take the watercraft out of Lake Murray.

No grills will be allowed on the watercraft at any time.

Renter will purchase gas at marinas on the lake. No exceptions. Renter will not fuel the watercraft with any person aboard. The watercraft must be returned with a full tank of gas.

SC law requires that all passengers age 12 and under wear a U.S. Coast Guard approved Personal Flotation Device (PFD) while riding on the watercraft. The PFD must be fastened and be the proper size by body weight and chest size. Renter must provide PFDs for children.

Adults requiring larger than an adult universal PFD must bring their own PFD.

A cleaning fee of up to \$50 will be charged for boats returned dirty with mud and/or trash.

Renter is responsible for all cost of property damage and personal injury not covered by insurance including the deductible of \$1000. Renter agrees that the Rental Company may charge damages to Renter's credit card on file.

Renter or Rental Company reserves the right to cancel the rental agreement due to impending bad weather within 48 hours of the reservation date and time. Bad weather is defined as 70% chance of rain or gale force winds. When reserving multiple days, rental fees will be prorated on the time used, if returned early for bad weather. If a non-weather related cancellation is made within 48 hours of the reservation date and time, a cancellation fee of \$50 will be charged.

The Rental Company reserves the right by discretion to deny rental of the watercraft to anyone for any reason.

Renter agrees to return the watercraft promptly at the time specified and to pay all charges due and payable under this agreement. Late returns are subject to \$75 per hour charge.

In the case of multiday rentals, the watercraft must be securely docked prior to sunset. Under no circumstances can the watercraft be operated after sunset.

Initials: (1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____ (7) _____

** Initials certify that I have read and agree to all of the above terms and conditions.

This rental agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this rental agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this rental agreement, and there is no further consideration to be paid by any party to any other party other than recited herein.

If any provision or part of a provision of this rental agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the rental agreement shall remain valid and enforceable by any party.

This rental agreement shall be governed by and construed under the laws of the State of South Carolina. In the event the Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify the Rental Company for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this rental agreement I have fully informed myself of the terms, conditions, and effect of this rental agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this agreement, including the provisions regarding assumption of risk, release and covenant not to sue, and indemnify, and I understand that I am giving up substantial rights in consideration for my use of the Rental Company’s watercraft and equipment. I enter into this rental agreement freely and voluntarily without any inducement.

My signature below indicates that I have read this entire document and agree to its terms and conditions.

Renter Date

Rental Company Date

Operator Date