

## **Boat Rental Waiver Agreement**

### **I. WAIVER AND RELEASE OF LIABILITY AGREEMENT DISCLAIMER**

This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Michigan Falls Hospitality, LLC “Tahquamenon Falls” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Michigan Falls Hospitality, LLC. If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned’s minor children. Renter agrees that he/she will disclose to Michigan Falls Hospitality, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Michigan Falls Hospitality, LLC 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 Michigan Falls Hospitality, LLC.

In the event of an emergency, I authorize Michigan Falls Hospitality, LLC officials to secure from a licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care, and I agree that I will be responsible for payment of all such medical services rendered.

### **II. ACKNOWLEDGEMENT OF RISKS**

The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships’ wakes; 2) Collisions with any of the following: other participants, the boat’s, other boats, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

### **III. EXPRESS ASSUMPTION OF RISK**

The undersign herby agrees that he/she is renting, operating, or using the equipment provided by Michigan Falls Hospitality, LLC 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, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or

loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Michigan Falls Hospitality, LLC The undersigned specifically acknowledges that if the maximum weight of the boat is exceeded, Michigan Falls Hospitality, LLC shall be held harmless.

#### **IV. ALCOHOL AND RELEASE OF LIABILITY POLICY**

Here at Tahquamenon Falls, we do not sell or serve alcoholic beverages. We will allow you to bring in alcohol, under the circumstances, that we will not be held accountable for any injuries sustained while under the influence of alcohol. It is also your responsibility, that if you are under the influence of alcohol. You must prepare your own transportation when boarding Michigan Falls Hospitality, LLC vessels. Methods of safe transportation include but are not limited to ride share programs such as Uber and Lyft. Taxi services or family members/friends. Failure to do so, subjects you to risk of violating California laws against driving while intoxicated. By signing below, you agree that you will be held accountable for any and all injuries sustained here at Tahquamenon Falls and that you participate at your own risk.

#### **V. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Michigan Falls Hospitality, LLC from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any 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 Michigan Falls Hospitality, LLC regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Michigan Falls Hospitality, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Michigan Falls Hospitality, LLC shall not be responsible for such injuries, damages, loss or theft.

EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Michigan Falls Hospitality, LLC, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence, recklessness, intentional torts, or illegal acts by Michigan Falls Hospitality, LLC

#### **VI. LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees that he/she will indemnify and hold harmless Michigan Falls Hospitality, LLC 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 boat's 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 Michigan Falls Hospitality, LLC, even if such damages arise out of the negligence or fault of Michigan Falls Hospitality, LLC.

**BOAT RENTAL WAIVER AGREEMENT**

**VII. 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 Michigan Falls Hospitality, LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further 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 Michigan Falls Hospitality, LLC for Michigan Falls Hospitality, LLC negligence.

RENTER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RENTER PRINTED NAME: \_\_\_\_\_

**Additional Operators or Passengers**

- 1) \_\_\_\_\_ 8) \_\_\_\_\_
- 2) \_\_\_\_\_ 9) \_\_\_\_\_
- 3) \_\_\_\_\_ 10) \_\_\_\_\_
- 4) \_\_\_\_\_ 11) \_\_\_\_\_
- 5) \_\_\_\_\_ 12) \_\_\_\_\_
- 6) \_\_\_\_\_ 13) \_\_\_\_\_
- 7) \_\_\_\_\_ 14) \_\_\_\_\_