

KARA ANN CRUISES, LLC

White Lake, Whitehall, MI.

www.kacboatrentals.com

Phone: 231-747-0591



RELEASE, WAIVER AND INDEMNITY AGREEMENT

This is a Legal and Binding Contract

NAME: _____

Part I. CONSIDERATION: For and in consideration of being permitted to rent, use, operate and/or ride watercraft and equipment provided by KARA ANN CRUISES, LLC. ("rental company"), the undersigned does hereby warrant and agree that there is a good and valid consideration for the promises and covenants made herin, and that the terms of this Release, Waiver and Indemnity Agreement constitute a legally binding contract. INITIALS:

Part II. REPRESENTATIONS AND WARRANTIES: The undersigned does hereby represent, warrant and agree; (1) that I am aware that there are risks inherent in the use, operation or riding of all watercraft and equipment being provided by Rental Company, and that I am voluntarily participating in all activities related to the watercraft and equipment with full knowledge thereof, and solely and exclusively assumes all risk of injury, illness, damage, loss, paralysis or death that may result; (2) that I am in good health and have no physical/mental limitations that would affect my understanding of this agreement or the safe operation or use of the watercraft or equipment; (3) that Rental Company has explained their rules and regulations relating to the watercraft and equipment, that I understand those rules and regulations, and I agree to follow and abide by them at all times; (4) that I understand and agree that it is impermissible for anyone other than signatories to this Release, Waiver and Indemnity Agreement to operate, use or ride the watercraft or equipment, and I will not let anyone use, occupy or ride the watercraft or equipment who has not signed same; (5) that I am signing this agreement in both my individual and representative capacities in the event that I permit a minor for who I am legally responsible to use, operate or ride the watercraft and equipment, and (6) that I have had adequate opportunity to read and understand this agreement, that I fully understand its terms, that I am under no duress or other legal disability, and that I sign my name hereto with the intent to be bound. Additionally, I represent, warrant and agree that no minors shall be permitted to use, operate or ride the watercraft or equipment unless and until a parent, guardian or other legal representatives shall be presumed to have executed this Release, Waiver and Indemnity Agreement in their individual capacities and representative capacities for any minor that they permit to use, operate or ride the watercraft and equipment: INITIALS: _____

Part III. RELEASE AND WAIVER: The undersigned individually and on behalf of any minor that I am legally responsible for who I permit to use, operate or ride the watercraft or equipment, do hereby release Rental Company, and each and every one of its owners, employees, agents, representatives, servants, assigns, successors, and insurers (collectively "Releases"), from any and all claims, demands, causes of actions, and other forms of action, however characterized, relating in any way to the use, operation or riding of the watercraft or equipment, and waive any and all rights to proceed in any way against Releasees for personal injury, bodily damage property damage, theft or other loss. *The undersigned understands and agrees that Releasees shall be responsible to the undersigned, or to any minor for which the undersigned is legally responsible, for any injuries, damages, loss or theft, even though same may be caused in whole in part by the negligence or fault of Rental Company.* This release and waiver does not apply to any gross negligence or intentional torts by Rental Company. INITIALS:
