



LEXINGTON CHARTER BOAT LLC
RENTED EQUIPMENT
WAIVER, RELEASE AND
AGREEMENT

This Waiver, Release and Agreement ("Agreement") is made by and between Lexington Charter Boat, LLC ("Company") and the undersigned as of the date stated below. In consideration of the good and/or services to be provided by the Company, the undersigned does hereby agree for and on behalf of himself/herself and all of his/her heirs, personal representatives successors and assigns as follows:

1. To release the Company and all of its members, managers, employees, officers, agents, attorneys and their respective heirs, personal representatives successors and assigns (collectively, the "Company Group"), from any and all past, present or future claims, demands, obligations, actions, causes of action, contract claims, misrepresentation claims, fraud claims, claims for damages and lost profits, expenses and compensation of any nature whatsoever (including attorneys' fees), and any and all types of causes of action (including but not limited to personal injury and personal property loss), whether based in tort, contract or any other theory of recovery (law or equity), which the undersigned may have or may hereafter accrue or otherwise acquire, which any way arise out of the Charter or the Vessel or rental of any equipment.

2. To waive and disclaim all of his/her legal and equitable rights to sue the Company Group for any reasons whatsoever. Accordingly, the undersigned acknowledges that the Company Group shall not be liable for any damages arising from personal injuries or personal property losses sustained by the undersigned on or about the Vessel or in connection with the rental of any equipment from the Company. By the execution of this Waiver and Release, the undersigned hereby accepts full and sole responsibility of any such injuries or damages which may occur to the undersigned in, on or about the Vessel or in connection with the Charter.

3. The undersigned represents that he/she is familiar and experienced with the use of any equipment rented from the Company. Further, the undersigned shall: **a)** safely and carefully use the equipment for ordinary purposes not use the equipment for any other purpose not intended for use by the manufacturer; **b)** not permit any other person(s) to operate or use the equipment; **c)** be solely responsible for damage or loss to any equipment rented; **d)** maintain sobriety while using the equipment; **e)** immediately reimburse the Company for any such damage or loss to the equipment;

and f) use equipment in Lake Huron within 10 miles from the location where equipment is picked up from the Company and not further than 2 miles from shore.

4. To indemnify and hold harmless the Company Group from and against all losses, claims, damages, causes of action, suits, proceedings, assessments, liabilities, fines, judgments, amounts paid in settlement, cost or expenses including, but not limited to, attorneys' fees and disbursements suffered by the Company and Company Group (collectively, "Losses") from any and all claims of any nature whatsoever (known or unknown) arising out of the undersigned's acts or omissions on the Vessel, in connection with the Charter and/or in the rental of equipment. The undersigned acknowledges that this Agreement applies to all property damage, impairment to health and well being, and/or physical injury, including serious or even deadly injuries.

5. The undersigned is not relying on any oral or written representation or statements except what is set forth herein. This Agreement encompasses the entire agreement of the parties regarding the subject matter herein, and supersedes all previous understandings, discussions and any other agreement. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforced.

6. READ THIS ENTIRE AGREEMENT BEFORE SIGNING. DO NOT SIGN THIS AGREEMENT IF YOU ARE UNCERTAIN ABOUT ANY OF THE TERMS HEREIN.

Signature of Charter Party / Lessor of Equipment:

_____ (print name)

Dated: _____

Signature of Legal Guardian (if under 18):

By signing as Legal Guardian you represent and warrant your authority to sign on behalf of the minor.

_____ (print name)

Dated: _____

Address: _____

City, State, Zip code: _____

Phone Number: () _____ (area code + number)

The Rental and Safety Check-Out Acknowledgement form must be signed. Both forms must be completed and turned in before boarding or rental of equipment.