

LILLY PAD NORTH LLC
PONTOON RENTAL, WAIVER AND
RELEASE OF LIABILITY AGREEMENT

Renter's Name on Driver's License: _____

Phone: _____ Address on Driver's License _____

Birth Date: _____ Email address: _____

Owner agrees to rent a 2004 Sweetwater pontoon boat to Renter, upon the condition that Renter agrees to all terms and conditions set forth below, including the release of claims, and evidences that agreement with his/her signature in the space provided. This Agreement is applicable to all renters, operators, passengers, and users of the Boat. The term "Owner" includes all of Owner's employees, agents, representatives, servants, assigns, successors, and insurers.

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE BOAT OWNER FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY BOAT OWNER AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT EVEN FOR CLAIMS THAT ARISE OUT OF THE NEGLIGENCE OR FAULT OF OWNER.

I. WAIVER/RELEASE OF LIABILITY

By the execution of this Agreement, the undersigned agrees that Owner shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, because of all activities related to the rental, operation, or use of the Boat. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Owner shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Owner shall not be responsible for such injuries, damages, loss, or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Owner**, 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 or intentional torts by Owner.

Initials of Renter/Operator: _____

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating, or using the Boat 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 Boat, and assumes all risk of injury, illness, damage, or loss that might result, **even if the risks arise out of the negligence or fault of**

Owner. Initials of Renter/Operator: _____

III. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Owner for all personal injuries, property damages, or any other damages to all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, because of all activities related to the rental, operation, or use of the Boat, **even if such damages arise out of the negligence or fault of**

Owner. Initials of Renter/Operator: _____

Additional Terms and Conditions

- 1. Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the Boat, and will use the Boat in a careful, safe, and conscientious manner. Renter shall always observe and adhere to any rules and guidelines

posted by Owner, and any applicable laws or regulations of the state of Wisconsin. Renter shall be always responsible for the safety of all passengers in and around the Boat.

2. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the Boat: There is **no smoking** while in the Boat. There are **no drugs** permitted in the Boat. There are **no pets** permitted in the Boat.
3. **Life Jacket Requirement.** A life jacket must be always worn by all people during use of the Boat.
4. **Unsafe Use.** If at any time Owner determines that Renter has engaged in an unsafe or hazardous use of the Boat, Owner may immediately terminate the rental portion of this Agreement. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. Owner shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”
5. **The Damage Due to Negligence of Renter:** Credit Card on File
6. **Condition of Boat upon Return.** The Renter shall return the Boat to Owner on or before the termination date and at the specified location **clean and free of garbage and debris, full tank of gas** in the same condition in which the boat was rented, including all parts, and accessories, ordinary wear and tear excepted.

Lilly Pad North LLC
W5833 Sunset Circle
Shawano, WI. 54166

Billing Address
N55 W6065 Portland Rd.
Cedarburg, WI. 53012

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