

WAIVER INDEMNITY AND RELEASE OF LIABILITY

1. In consideration of the willingness of Pontoons on Bald Eagle, Inc. to rent a motorized watercraft to the undersigned, each of the undersigned parties jointly and severally releases, indemnifies and agrees not to sue Owner, its shareholders, affiliates, officers, directors, employees and agents, from any and all present and future liability or claims resulting from the rental, use or operation of misconduct of any nature.
2. Released Parties, any loss of damage of personal property, personal injury, or death to myself or third parties arising as a result of use of the motorized boat and other equipment of Owner, any activities incidental to the rental and operation of the motorized watercraft, wherever, whenever or however the same may occur.
3. Each of the undersigned hereby voluntarily waives and releases all claims against Owner resulting from the above, both present and future, that may be made by the undersigned, or the family members estate, heirs, or assigns of the undersigned or others.
4. Each of the undersigned is aware that operation of motorized boat involves serious risks and hazards to the person and property of the undersigned or others.
5. Each of the undersigned understand that these risks and hazards include, but are not limited to, death, drowning, mutilation, decapitation, maiming, heart attacks, and injury to bones, joints, and muscles.
6. Each of the undersigned, jointly and severally, also agrees to indemnify and hold harmless the Released Pares from any and all liability or claims made by other parties as a result of my action in any way relating to use or operation of the Owner's motorized watercraft.
7. Each of the undersigned understands they are completely and solely responsible for all passengers in their rental.
8. Each of the undersigned understands they are the only driver(s) of the rental and will not allow other passengers to drive the rental.

By executing this waiver each of the undersigned parties certifies and agrees as follows: I understand that this release extends to claims arising on and after the execution hereof of any nature and kind whatsoever, known or unknown, suspected or unsuspected, except as expressly set forth above, and that the facts in respect, which this release is given hereafter may prove to be different than the facts now known or believed. I have read this form and fully understand that by signing this form, I am giving up certain legal rights and/or remedies.

Renter Signature _____ Date _____

Printed Name _____

Pontoons on Bald Eagle, Inc

If renter is a minor 14 years of age or older a parent, guardian, or custodian must sign the following indemnification to rent a Kayak, Canoe or Paddleboard:

INDEMNIFICATION

In consideration for the above minor being permitted by **Pontoons on Bald Eagle, Inc** to participate in the activities of **Pontoons on Bald Eagle, Inc** which include, without limitation, the use of its services and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend **Pontoons on Bald Eagle, Inc** their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of **Pontoons on Bald Eagle, Inc** and his or her use of the property, equipment if any, and facilities of **Pontoons on Bald Eagle, Inc** I, for myself and on behalf of said minor, further agree not to sue **Pontoons on Bald Eagle, Inc** as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of **Pontoons on Bald Eagle, Inc**

Date _____

Parent/Guardian

Signature _____

Print Name _____

Print Name of Minor _____

Print Name of Minor _____

Print Name of Minor _____