

RELEASE

In consideration of my being permitted to ride or otherwise enjoy the benefits of a rental agreement between Silver Lake Buggy Rentals LLC, and/or Silver Lake Equipment Rentals LLC, or any of their affiliates (hereinafter the "Rental Company") and **{NAME OF RENTER}**, I {Authorized Rider} hereby agree to the following Waiver and Release of Liability (Agreement):

1. Waiver and Release of Liability: My use or participation in the use of any equipment that is rented by {NAME OF RENTER} is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:
  - a. I hereby release and hold harmless the Rental Company, its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.
  - b. I recognize the physical exertion involved in the event and attest and certify that I am physically fit to compete safely, and I have not been advised otherwise by a health care professional.
  - c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.
  - d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.
2. General Provisions: I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Oceana County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
3. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
4. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.
5. I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.
6. {Authorized Rider} agrees that his or her electronic signature shall be treated as an original signature and agrees to be bound by this provision.

\_\_\_\_\_  
{Name of Authorized Rider}

\_\_\_\_\_  
Date