

MOUNTAIN LAKES MARINA
LIABILITY WAIVER

1. INTRODUCTION AND DISCLAIMER

This form is a liability waiver, also known as a release of liability and assumption of risk agreement (hereinafter the "Agreement"), and is applicable to the undersigned renter (hereinafter "Renter") and all renters, operators, passengers, and any other users of any boat and boating equipment including, without limitation, all accessories (hereinafter collectively the "Watercraft") provided by Mountain Lakes Marina, LLC, a South Carolina limited liability company (hereinafter "Mountain Lakes Marina") as well as any other affiliated entities or individuals there under. For purposes of this Agreement, the term "Mountain Lakes Marina" shall include all members, managers, officers, employees, agents, representatives, assigns, successors, insurers, affiliates, and subsidiaries of Mountain Lakes Marina. Renter agrees that Renter is also signing this Agreement on behalf of any minor children for whom Renter is the parent, guardian, or whom Renter is otherwise responsible for the care, custody or control. Renter agrees that Renter will disclose to Mountain Lakes Marina all potential renters, operators, guests, passengers, and users of the Watercraft. Renter further agrees that in the event Renter fails to notify Mountain Lakes Marina of all potential renters, operators, guests, passengers, or users of such Watercraft, Renter shall be personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the gross negligence of Mountain Lakes Marina.

Initial Acceptance _____

2. WARNING

There are significant elements of risk in any adventure sport or activity on the water or associated with the use or presence of Watercraft. These risks are inherent in boating and may be present even if the Watercraft is used properly and even in still water. The operation of the Watercraft involves risks such as, but not limited to, inclement weather, marine life, submerged trees and rocks, and the unavailability of emergency services. The listing of these risks is not intended, and shall not be construed as, all of the possible risks associated with the use of the Watercraft.

Initial Acceptance _____

3. ASSUMPTION OF RISK

Renter acknowledges that the rental, operation or use of a Watercraft has inherent risks that may lead to bodily injury, death, or property loss not to exclude damage. After reading and understanding the Warning provided in this Agreement, Renter expressly and voluntarily assumes all risks that arise from the rental, use, and operation of the Watercraft, including the risk of property damage, bodily injury, and possibly death, including, without limitation, the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors and/or circumstances related to the use of the Watercraft, even if arising from the negligence or omission of Mountain Lakes Marina, and assumes full responsibility for Renter's participation in the rental, operation, and use of the Watercraft.

Initial Acceptance _____

4. WAIVER AND INDEMNITY

In consideration of the warnings and Renter's acknowledgements and assumption of the risks described above, Renter does hereby waive, release and discharge Mountain Lakes Marina from any and all claims or liability arising from the use or operation of the Watercraft, or use of the Mountain Lakes Marina property, facilities, services, or activities organized or sponsored by Mountain Lakes Marina, or result from a hidden, latent, or obvious defect on the Watercraft or any of the rental equipment, or any failure on the part of Mountain Lakes Marina to properly instruct, supervise or train Renter on the operation of the Watercraft, and Renter agrees that it shall not sue

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Mountain Lakes Marina on account or in connection with any claims, causes of action, injuries, damages, or any cost of expenses arising therefrom, whether arising from the negligence or strict liability and regardless of the participation of any other third party in the causation of any such injuries, damages, or liability. Renter further agrees to indemnify, defend, and hold Mountain Lakes Marina harmless from any and all claims made by or for the Renter, or any other third party, including, but not limited to, operators and passengers of other watercraft, swimmers, and minor children under Renter's custody, care, and control, as a result of any and all activities related to Renter's rental, operation, or use of Watercraft, or use of the Mountain Lakes Marina property, facilities, services, or activities organized or sponsored by Mountain Lakes Marina, or result from a hidden, latent, or obvious defect on the Watercraft or any of the rental equipment, or any failure on the part of Mountain Lakes Marina to properly instruct, supervise or train Renter on the operation of the Watercraft or any of the rental equipment, said indemnification to include, without limitation, all related awards, costs, or expenses, including attorney fees in defense or satisfaction of any claims; however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of Mountain Lakes Marina. It is the intent of this Agreement to fully and completely release Mountain Lakes Marina from any and all lawsuits, proceedings or claims of any type whatsoever including future or unknown claims.

Initial Acceptance _____

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT RENTER (I) HAS FULLY READ AND UNDERSTANDS EACH PROVISION OF THIS AGREEMENT, (II) IS WAIVING VALUABLE LEGAL RIGHTS AND ASSUMING IMPORTANT LEGAL RESPONSIBILITIES, (III) IS RELEASING MOUNTAIN LAKES MARINA FROM ALL LEGAL LIABILITY TO FURTHEST EXTENT POSSIBLE, AND (IV) DOES SO FREELY AND VOLUNTARILY FOR HIMSELF/HERSELF AND HIS/HER HEIRS, ASSIGNS, AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, ALL GUESTS OR THIRD PARTIES THAT RENTER PERSONALLY ALLOWS ABOARD THE WATERCRAFT OR TO USE ANY RENTAL EQUIPMENT, THEIR HEIRS, ASSIGNS AND REPRESENTATIVES.

RENTER:

MOUNTAIN LAKES MARINA, LLC (Authorized Staff):

(Sign on the line above)

(Sign on the line above)

Print Name:_____

Print Name:_____

Date:_____,20__

Date:_____,20__