

THE PINTOON LLC
WAIVER AND RELEASE OF LIABILITY AGREEMENT
& CANCELLATION POLICY

Name: _____ (the “Renter”)

I. DISCLAIMER

This Waiver and Release applies to all renters, operators, passengers, and users of equipment provided by The Pinton LLC. For purposes of this Waiver and Release, the term “The Pinton LLC” includes all employees, agents, representatives, servants, assigns, successors, insurers, and subsidiaries of The Pinton LLC. The Renter agrees that they are also signing this Waiver and Release on behalf of themselves, their children, parents, heirs, assigns, personal representative and estate, and any participant they invite to join in the rental activity. The Renter represents that they and their child(ren) (if applicable), guests (if applicable), and all persons represented under this equipment rental (collectively, the “Participants”) have sufficient capability to participate in the water sports activities and all other related activities. The Renter agrees that they will disclose to The Pinton LLC a list of all Participants using said rental equipment. Further, the Renter agrees that if they fail to notify The Pinton LLC of all potential Participants of said equipment, they will assume liability for any damages to the undisclosed individuals, **even if such damages arise out of the negligence of The Pinton LLC.**

II. EXPRESS ASSUMPTION OF RISK

The Renter hereby acknowledges and agrees that renting, operating, or using the equipment provided by The Pinton LLC entails significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to themselves, to property, or third parties. The Renter understands such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. The Renter understands and expressly accepts that the likelihood of injuries increases due to their or the Participant’s experience and capabilities. Accordingly, the Renter agrees that they are renting, operating, or using the equipment provided by The Pinton LLC at their own risk. The Renter agrees that they are voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage, or loss that might result, **even if the risks arising out of the negligence of The Pinton LLC.** The Renter also understands that there are unknown risks that cannot be anticipated and that they cannot be informed about all of the potential risks and dangers inherent to renting operating, or using the equipment provided by The Pinton LLC; however, known potential risks, include, but are not limited to: drowning and other water-related injuries, collisions with other watercraft or stationary objects, physical contact/collisions with the rental equipment itself of the wake created by the same, and injuries or damages stemming from mechanical, design or equipment related failures.

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Waiver and Release, the Renter agrees that The Pinton LLC shall not be liable for any damages arising from personal injuries and/or property loss sustained by the Renter or

any Participant they invited to join in the rental activity as a result of any and all activities related to the rental, operation, or use of equipment provided by The Pintoons LLC. The Renter assumes full responsibility for any such injuries or damages which may occur and further agrees that The Pintoons LLC shall not be liable for any loss or theft of personal property. The Renter specifically agrees that **The Pintoons LLC shall not be responsible for any such injuries, damages, loss, or theft, EVEN IN THE EVENT OF NEGLIGENCE BY THE PINTOONS LLC** whether such negligence is present at the signing of this Waiver and Release or takes place in the future. Notwithstanding anything to the contrary contained herein, this Waiver and Release does not apply to gross negligence or intentional torts of The Pintoons LLC.

IV. LIABILITY TO THIRD PARTIES

The Renter hereby agrees that they will voluntarily release, forever discharge, and agree to indemnify and hold harmless The Pintoons LLC from any and all claims, demands, or causes of action, or any other damages to any and all third parties, including, but not limited to, the Renter or the Participants, which are in any way connected with the rental, operation, or use of equipment provided by The Pintoons LLC, **including any such claims which allege negligent acts or omissions of The Pintoons LLC**. Should The Pintoons LLC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, the Renter agrees to indemnify and hold them harmless for all such fees and costs.

V. DAMAGE DEPOSIT

The Pintoons LLC will not collect a damage deposit. Upon return, a The Pintoons LLC representative will inspect the equipment for damage. If damage occurs, the Renter agrees they are fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. The Renter also understands that they are responsible for the retrieval and/or replacement of the watercraft, life jacket, or any other items if these items are in any way lost, stolen, or misplaced during the rental period. If any damage occurs, The Pintoons LLC will provide an itemized repair statement, including lost rental time (lost rental time begins with the date of the itemized repair statement and stops when the watercraft is once again available for rental). The itemized repair statement, including lost rental time and reasonable attorney's fees, must be paid in full upon the Renters receipt of the statement.

VI. CONDITION OF WATERCRAFT UPON RETURN

The Renter shall return the equipment provided by The Pintoons LLC to the specified location clean and free of garbage and debris, in the same condition in which the equipment provided by The Pintoons LLC was rented, with ordinary wear and tear being acceptable.

VII. REPRESENTATION OF RENTER

The Renter acknowledges and agrees that anyone driving/operating a watercraft provided by The Pintoons LLC is at least 18 years of age and, if born after January 1, 1989, has a boaters safety certificate. The Renter represents that they and the Participants have adequate insurance to cover any

injury or damage suffered or caused while participating in this activity, or else they agree to bear the costs of such injury or damage themselves. The Renter further represents that they and the Participants have no medical or physical condition which could interfere with their safety in this activity, or else they are willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

VIII. ACKNOWLEDGEMENT OF WAIVER AND RELEASE

The Renter states that they have had sufficient time to review the Waiver and Release and to ask any questions associated with said Waiver and Release. The Renter further states that they have carefully read the foregoing Waiver and Release, knows the contents, and signs this Waiver and Release as their own free act. Then Renter warrants that they are aware that they may rent, operate, or use equipment from another rental facility but has chosen to rent, operate, or use equipment from The Pintoons LLC with the knowledge that signing this Waiver and Release is a requirement for rental, operation, and use of said equipment. By Executing this document, the Renter warrants that they are fully aware that **they are waiving any right they may have to bring legal action to assert a claim against The Pintoons LLC for The Pintoons LLC's negligence.**

IX. SEVERABILITY

Then Renter hereby agrees that in the event any term or any part of any term of this Waiver and Release is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Waiver and Release, and the remaining terms shall continue in full force and effect. Further, the Renter agrees that the substantive laws of the State of Wisconsin will govern the validity and enforceability of this Waiver and Release.

X. CANCELLATION POLICY

One person's perfect day on the water may be too hot for someone else and too cold for the next person. As a rental company, cancellations are very costly. At the same time, The Pintoons LLC understands that things come up, and does not feel it is appropriate for the Renter to lose the Renter's entire rental fee if the Renter reschedules with sufficient notice. Therefore, The Pintoons LLC's cancellation policy is simple, strict and fair. The Pintoons LLC DOES NOT give refunds; however, the Pintoons LLC will gladly provide the Renter with credit for use another time as long as The Pintoons LLC is provided with 48 hours prior written notice. No-shows and cancellations within less than 48 hours of the reservation for any reason are subject to total reservation costs.

If the weather is bad due to inclement weather such as high winds, lightning, rain, storms in the area, and unsafe conditions, The Pintoons LLC will call the Renter to cancel or reschedule the reservation. Cancellations made by The Pintoons LLC staff due to inclement weather will receive a full refund. The Pintoons LLC reserves the right to cancel any rental at any time.

[Signature Page to Follow]

By Signing this Waiver and Release, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain any lawsuit against the parties being released based on any negligence claim.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel before signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I chose not to sign this Waiver and Release. I agree that the opportunity to participate at the stated cost in return for the execution of this Waiver and Release is a reasonable bargain. **I have read and understood The Pintoan LLC Waiver and Release. I agree to be bound by its terms, as my signature below indicates.**

Rental client's signature is applied to everyone onboard. It is Renter's responsibility to share the Waiver and Release form

Waiver and Release form must be printed, signed and delivered at the time of boarding

RENTER

Print Name: _____

Signature: _____

Date: _____