



WildRice Adventures, LLC
 17 Dartmoor Pl
 Midland, MI 48640

BOAT RENTAL AGREEMENT AND RELEASE

Renter's Name		Renter's Phone	
Renter's Birth Date		Renter's Email	
Renter's Address			

Boat Owner agrees to rent the following boat (the "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.

Boat Type	1999 Sea Ray 340 Sundancer	Vessel ID#	SERT5419D999
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The Boat shall be rented for the time period and hourly rate specified as follows:

OFFICIAL
USE
ONLY

Time Out		Time In (Scheduled/Actual)	
Hourly Rate		Total Hours	
TOTAL RENTAL AMOUNT	\$450.00	SECURITY DEPOSIT DUE	\$500.00

Boat Owner
Initials

READ THE FOLLOWING SECTIONS AND ATTACHED RELEASE AND INDEMNIFICATION FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE BOAT OWNER FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Terms and Conditions

1. Assumption of Risk. Renter acknowledges that the activities for which the Boat is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Boat.

Renter Initials

2. Acceptable Use. Renter agrees and acknowledges that he/she are renting or co-renting the boat, and will use and treat the Boat in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines

posted by Boat Owner, and any applicable laws or regulations. Renter shall be responsible at all time for the safety of themselves any and all passengers in the Boat.

3. 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 will be **no excessive consumption of alcohol during the rental period** of the Boat. Boat Owner reserves the right to inspect

any coolers, bags or other containers belonging to the Renter or any of Renter's passengers and to limit the amount or quantity of alcoholic beverages being brought aboard.

- There are **no pets** permitted in the Boat
- The rental of The Boat includes a licensed captain to operate the boat and renter(s) is/are not allowed to operate The Boat unless under permission and direct instruction and supervision of the captain.

4. Children. Any children under the age of 12 in the boat must wear a life jacket at all times.

5. The boat is equipped with a toilet (head) for the use and comfort of renter(s). Head is only to be used for liquid waste unless circumstances **require** renter to use it for other purposes (#2). If this should occur, renter is responsible to owner for a \$20 cleaning fee for such use.

6. Unsafe Use. If at any time Boat Owner determines that Renter has engaged in an unsafe or hazardous use of the Boat, Boat owner may return to the dock, and immediately terminate the rental. Upon termination and return to the dock, Renter must exit the Boat and the area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded any portion of his/her rental fee and may forfeit their security deposit. Boat Owner shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous." Examples of "unsafe or hazardous" behavior may include, but are not limited to;

- a) Fighting
- b) Jumping from or threatening to jump from a moving boat
- c) Behavior leading from excessive consumption of alcohol

d) Taking over or attempting to take over the operation of The Boat

7. Swimming/Entry to the Water. Leaving the boat for swimming or entry to the water for other purposes is **strictly at the risk of Renter** and is not encouraged by The Company. Entry into the water is to be done under no circumstances when the boat is moving or when the boats' engines are running, and is to be done only in areas the captain designates as an acceptable "swimming area."

8. Condition of Boat upon Return. The Renter shall "return" the Boat to the clean, free of garbage and debris, and in the same condition as it was in when Renter boarded, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the Boat during the rental period. Boat Owner shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Boat exceed the amount of the security deposit, Renter shall be billed by Boat Owner for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.

9. Late Return. Unless agreed to by the captain, prior to the designated end of the rental period, if Renter causes the return of the Boat to the designated docking area more than 20 minutes after the predetermined "Time In," Renter shall be billed a minimum of the hourly rate. If renter desires to extend the rental period during the rental, and it is agreeable to the captain, such negotiation may be made between the two parties at that time. In such case, renter may be responsible for additional time in one hour increments.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

RENTER
_____ <i>Signature</i>
_____ <i>Print Name</i>
_____ <i>Date</i>

OWNER
_____ <i>Signature</i>
_____ <i>Print Name</i>
_____ <i>Date</i>

RELEASE AND INDEMNIFICATION

This Release and Indemnification ("Release") is given by the Guest of WILDRICE ADVENTURES,LLC, a Michigan limited liability company ("Company"), regarding the Guest's use of the boat known as "Wild Rice" ("Boat") for certain boating activities under a contract with the Company.

In consideration of the Guest being a business invitee on the Boat, the Guest, on behalf of himself/herself, his/her family, heirs, executors, administrators and assigns:

1. Releases and forever discharges the Company and its member, agents, representatives, employees, successors and assigns (collectively the "Releases") of and from all claims, demands, damages, costs, expenses, actions and causes of action (collectively the "Claims") for loss, damage, injury or death to the Guest, the Guest's family and friends, or the Guest's property however caused, arising or to arise by reason of or during Guest's or any of Guest's family and friends' participation and/or involvement in the boating activity, including possible exposure to and illness from infectious diseases including but not limited to influenza and COVID-19.
2. Indemnifies and saves harmless the Releases from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to Guest's or any of Guest's family and friends participation and/or involvement in the boating activity.
3. Understands and acknowledges that Company does not carry or maintain health, medical, or disability insurance coverage for Guest and therefore agrees to personally assume responsibility for any such insurance coverage for himself/herself or his/her family, and understands that the Company has liability coverage for the Guest subject to certain terms and conditions of the policy.
4. Agrees that if any provision of this Release is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of that provision will not affect the remaining provisions of this Release, which shall continue to be enforceable.
5. Understands that Company would not grant Guest permission to participate in the boating activities conducted on the Boat unless Guest executes this Release.
6. Agrees to comply with all rules that Company promulgates for the activities conducted on the Boat, which are incorporated by reference into this Release, and understands that violating those rules, including swimming off the Boat and excessive alcoholic consumption in the Company's sole discretion, is cause for immediate termination of the underlying contract with the Company.

GUEST ACKNOWLEDGES READING, UNDERSTANDING AND AGREEING WITH THE TERMS AND CONDITIONS OF THIS RELEASE.

RENTER
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Print Name</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Date</i>

OWNER
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Print Name</i>
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