

Load 'N Go Water Rentals of the Lake, L.L.C.
ACKNOWLEDGMENT OF RISKS & HAZARDS
LIABILITY RELEASE & COVENANT NOT TO SUE

Name: (Please Print) _____

Address: _____ City _____ State _____ Zip _____

Email Address: _____ Telephone #: _____

1. I UNDERSTAND THAT THE SPORTS OF KAYAKING & PADDLE BOARDING INVOLVE AN INHERENT RISK OF INJURY. I ASSUME ALL RISKS INHERENT WITH THE USE AND OPERATION OF THE KAYAK AND/OR PADDLE BOARD. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in this activity or related activities. I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS **Load 'N Go Water Rentals of the Lake, L.L.C.**, its parent companies, owners, directors, officers, agents, employees, boards, commissions, and/or members from any and all losses, damages, costs and attorney fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in this activity, related activities, or my use of any equipment, its maps and guides, regardless of how or by whom or by what, the personal injury, death and/or property damage, was caused.

2. I accept for use, as is, the equipment listed on this form and accept full responsibility for its care while it is in my possession. I agree to reimburse **Load 'N Go Water Rentals of the Lake, L.L.C.** for all loss or damage to this equipment, which may occur while it is in my possession.

3. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS Load 'N Go Water Rentals of the Lake, L.L.C. FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS, OR ANY OTHER ACTIONS OR OMISSIONS OF Load 'N Go Water Rentals of the Lake, L.L.C. I UNDERSTAND THAT THE Load 'N Go Water Rentals of the Lake, L.L.C. IS NOT RESPONSIBLE FOR THE CONSEQUENCES OF ITS OWN NEGLIGENCE, THAT IS, ITS FAILURE TO USE REASONABLE CARE IN ANY WAY.**

4. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of Michigan. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

5. I understand that permission to use the equipment is being given to the undersigned participant in exchange for the execution of this Liability Release and Covenant Not to Sue. I have read the above paragraphs and fully understand them. I freely and voluntarily enter in this agreement.

Signature-Participant: _____ Date: _____

As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS **Load 'N Go Water Rentals of the Lake, L.L.C.** for any claim or suit arising out of said minor's participating in the activity.

Signature-Parent/Guardian
of Participant: _____ Date: _____