

WAIVER AND RELEASE OF LIABILITY AGREEMENT
RENTAL COMPANIES ARE BULL SHOALS LANDING, INC. DBA – BULL SHOALS LAKE BOAT DOCK
BULL SHOALS WHITE RIVER LANDING, INC
JSRD, INC – DBA LIGHTHOUSE POINT RESORT

Now on this _____ day of _____, 20____, the undersigned RENTER(S) rents a personal watercraft/boat/equipment/guide trip/room from BULL SHOALS LANDING INC or above mentioned companies hereafter referred to as the "Rental Company". The RENTER acknowledges he or she is at least eighteen (18) years of age and will not allow anyone younger than eighteen (18) years of age to operate the personal watercraft/boat pursuant to this agreement. WHAT IS RENTED - _____
DATES OF RENTAL - _____

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by **Rental Company**. **(for purposes of this waiver and release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Rental Company; the term "RENTER" includes any person whose signature appears below and their minor children)* The RENTER agrees that he/she is also signing this Release on behalf of RENTER's minor children. RENTER agrees that he/she will disclose to rental company all potential operators, passengers, and users of said rental equipment. RENTER further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals.

II. EXPRESS ASSUMPTION OF RISK

The RENTER hereby agrees that he/she is renting, operating, or using the equipment provided by Rental Company at his/her own risk. The RENTER agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment; the RENTER is benefiting from the rental of the use of rental equipment and has sought to rent equipment from Rental Company for enjoyment and/or recreation purposes. The RENTER assumes all risk of injury, illnesses, damage or loss that might result.

III. WAIVER AND RELEASE OF RENTAL COMPANY'S LIABILITY

By the execution of this Release, the RENTER agrees that RENTAL COMPANY shall not be liable for any damages arising from personal injuries sustained by the RENTER or any minor children under the RENTER's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company. The renter accepts the rental equipment in its current condition, "AS IS", and has not asked Rental Company to make any changes, repairs, or modifications to the rental equipment. The RENTER assumes full responsibility for any such injuries or damages which may occur, and further agrees that RENTAL COMPANY shall not be liable for any loss or theft of personal property. The RENTER specifically agrees that Rental Company shall not be responsible for such injuries, damages, loss or theft.

IV. LIABILITY TO THIRD PARTIES

The RENTER hereby agrees that he/she will indemnify and hold harmless RENTAL COMPANY for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators, passengers of other watercraft and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by RENTAL COMPANY.

V. MATERIALS RECEIVED

The RENTER acknowledges that:

The RENTER knows how or has been instructed on how to operate the rental equipment by Rental Company.

INITIALS: _____

The RENTER understands the rules and regulation in the State of Arkansas regarding the use of personal watercraft/boat.

INITIALS: _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE

The RENTER acknowledges that this Agreement of Waiver and Release is being fairly entered into by RENTER. The RENTER states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The RENTER further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this release as his/her free act. The RENTER states that RENTAL COMPANY did not directly or personally seek RENTER, other than indirect general advertisements and/or promotions available to the general public. The RENTER warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from RENTAL COMPANY with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. This Waiver

[illegible]