

NORTH CAROLINA RENTAL AGREEMENT:
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER—CAUTION!! READ BEFORE SIGNING

A. This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity (“Rental Agreement”) is applicable to all renters, operators, passengers, supervisors, and users of equipment provided by Riverwalk Watersports L.L.C. For purposes of this Rental Agreement, the term “Rental Company” includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Riverwalk Watersports L.L.C. The undersigned agrees that he/she is also signing this Rental Agreement on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody or control. 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, even if such damages arise out of the negligence or fault (excluding conduct worse than negligence such as gross negligence) of Rental Company.

B. You read, understand and agree to comply with North Carolina General Statutes 75A-16.2 (and, if this Rental Agreement concerns a personal watercraft, you have also reviewed 75A-13.3) and warrant that you and the undersigned persons are at least of the age and have the boating safety education required by law to operate the rented vessel.

C. You must possess at all times and, upon request of Rental Company and/or a law enforcement officer present a copy of this Agreement, proof of age and compliance with North Carolina General Statutes 75A-16.2 (and, if this Rental Agreement concerns a personal watercraft, compliance with 75A-13.3). You must always comply with all state and federal laws during this rental.

D. Rental Company has provided the undersigned with basic safety instruction (including, but not limited to, directions on how to safely operate the vessel rented and a review of the safety provisions of North Carolina General Statutes 75A-16.2 and 75A-13.3) prior to allowing any of the undersigned(s) to operate and/or board the leased vessel.

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I acknowledge that the operation or use of a watercraft has inherent risks that may lead to bodily injury or death. I further understand that I am not bound or required to participate in any of the activities presented to me, but I have willingly and voluntarily decided to participate. I realize that I am free to refuse to participate in any or all activities including those I feel uncomfortable with or which I feel cannot be completed safely by me. I knowingly and voluntarily assume all risk of injury, illness, damage or loss, both known and unknown, associated with the rental, operation, or use of the watercraft or associated rental equipment, even if arising from the negligence, act or omission (excluding conduct worse than negligence such as gross negligence) of Rental Company, and assume full responsibility for my participation.

III. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING

I hereby release and hold harmless Rental Company from all liability, claims, demands or causes of action for any injury, disability, death, or loss or damage to person or property sustained by me and/or any minor children for whom I am a parent, legal guardian, or otherwise responsible, whether caused by the negligence of Rental Company or otherwise. This includes any injury, disability, death, or loss or damage to person or property sustained as a result of a hidden, latent or obvious defect on the watercraft or any of the equipment used, or any failure to properly instruct, supervise or train. As part of the consideration for using the chartered equipment, I promise not to sue or make a claim against Rental Company for any damage or loss suffered as a result of my participation in the rental activities. It is the intent of this Rental Agreement to fully and completely release Rental Company from all claims, including claims for negligence (excluding claims for conduct worse than negligence such as gross negligence).

IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING

I agree that I will defend, 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 and 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, even if such damages arise out of the negligence or fault of Rental Company.

INITIALS: (1) _____ (2) _____ (3) _____ (4) _____ (5) _____
 (6) _____ (7) _____ (8) _____ (9) _____ (10) _____

****Initials certify that I have read and agree to all of the above terms, conditions and release of liability.**

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft from rented from Rental Company and I am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rental Company.

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

The parties agree that any litigation arising out of this agreement shall occur, if at all, in the United States District Court for the Eastern District of North Carolina; however, Rental Company (and only Rental Company) reserves the right to select any forum where the vessel or a vessel related to this rental agreement or any action arising out of it may be located. The parties agree that the general maritime and admiralty laws of the United States shall govern any dispute arising out of this agreement; to the extent the general maritime and admiralty laws of the United States are silent as to any particular issue arising out of this agreement, then the laws of the State of North Carolina shall apply to any such issue. In the event Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental Company for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of this Rental Agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and **I understand that I am giving up substantial rights in consideration for my use of Rental Company's watercraft and equipment.** I enter into this Rental Agreement freely and voluntarily without any inducement.

CAUTION!!! READ ENTIRE TWO PAGES OF DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY

Signature below indicates that you have read this entire document and agree to its terms and conditions.

Renter:

| <u>Print Names:</u> | <u>Age</u> | <u>Signature or Guardian's Signature</u> | <u>Date</u> | <u>Evidence of Boating Safety Education</u> |
|---------------------|------------|--|-------------|---|
| 1. _____ | _____ | _____ (SEAL) _____ | _____ | _____ |

Renter Address: _____

2. _____ (SEAL) _____

3. _____ (SEAL) _____

Direct and Accompanying Supervisor at least 18 years of age:

4. _____ (SEAL) _____