

RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned, as "RENTER" in consideration for the use of the rental equipment identified herein ("rental equipment"), and for other good and valuable consideration, the receipt of which is hereby acknowledged, voluntarily and knowingly signs this Release and Indemnification Agreement ("Agreement") with the express intention of making a complete and total release and indemnification of Beachside Kayaks, LLC (including its members, agents and assigns), the "COMPANY," as well as making other covenants and warranties as follows:

1. **Warranties and Acknowledgment.** The RENTER, as an inducement to the COMPANY to enter into this Agreement, expressly makes the following warranties and acknowledgments and states that:
 - a. The RENTER has conducted a visual and physical inspection of the rental equipment and has determined that it is in good and safe working condition.
 - b. The RENTER, is familiar with the proper usage and operation of the rental equipment or has requested instructions from the COMPANY as to the rental equipment's proper usage, if the RENTER is unsure as to the rental equipments' proper use and operation. The RENTER expressly concedes that removal of the rental equipment from the COMPANY's immediate custody and control constitutes an acknowledgment that the RENTER, has either received full and adequate instruction on the rental equipment's use from the COMPANY or has waived receipt of these instructions.
 - c. The RENTER fully understands and acknowledges that there exists certain inherent dangers and risks of damage or serious bodily injury, including death, associated with the use and operation of the rental equipment, notwithstanding the exercise of due care. The RENTER further represents and warrants that the RENTER is in good health, and the RENTER knows of no physical illness or limitations preventing the RENTER from using the rental equipment in a safe manner, with due care, and only for its intended proper use and purpose.
2. **Covenants.** The RENTER, as a further inducement to the COMPANY to enter into this agreement, expressly agrees and covenants that the RENTER shall be the only person allowed to use and operate the rental equipment, and that the RENTER shall use the rental equipment safely, with due care, and only for its intended proper use and purpose. The RENTER hereby expressly, knowingly and voluntarily agrees to indemnify and hold the COMPANY harmless for any and all liability for any injury, loss or damage arising from use of the rental equipment by anyone not authorized by this agreement to use the rental equipment, REGARDLESS of whether the injury, loss or damage results from the COMPANY's NEGLIGENCE OR FAULT.
3. **Release, Indemnification, and Waiver.** The RENTER, as a further inducement to the COMPANY to enter into this agreement, expressly agrees that:
 - a. The RENTER, with the intention of binding himself or herself, his or her legal representatives, heirs and assigns, hereby expressly, knowingly, and voluntarily releases and discharges the COMPANY from all claims or demands of injury, loss or damage of any kind, whether in contract or tort, law or equity, fixed or unfixed, matured or unmatured, liquidated or unliquidated, arising out of this Agreement, including but not limited to the use of the rental equipment. The RENTER hereby expressly, knowingly and voluntarily agrees that this release shall be applicable and binding if the RENTER suffers injury, loss or damage resulting from the COMPANY's negligence or FAULT. The RENTER further agrees that the RENTER is barred, on his or her own behalf and on behalf of those claiming through or under the RENTER, from bringing any claim or demand against the COMPANY for any injury, loss or damage referred to in this paragraph;
 - b. The RENTER further expressly agrees to assume and bear full responsibility for all injury, loss or damage arising out of the RENTER's use of the rental equipment. The RENTER hereby expressly, knowingly and voluntarily agrees to indemnify and hold the COMPANY harmless for any and all liability for such injury, loss or damage REGARDLESS of whether the injury, loss or damage results from the COMPANY's NEGLIGENCE OR FAULT;
 - c. The RENTER further expressly agrees to assume and bear full and total responsibility for all damage to or loss of the rental equipment and agrees to fully indemnify the COMPANY for any and all costs and expenses incurred by the COMPANY for repairing or replacing the rental equipment or other equipment which may become damaged or lost during the RENTER's possession of said equipment, normal wear and tear, excepted;
 - d. The RENTER further expressly agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that if any portion of this Agreement is held invalid, that the remaining portions shall, notwithstanding, continue in full legal force and effect. The venue for any action arising out of this Agreement shall only be in the Circuit Court or County Courts of Muskegon County Michigan; and
 - e. The RENTER further expressly agrees and acknowledges that the RENTER has carefully read this Agreement, knows its contents and understands it.
4. **Attorneys Fees and Costs.** The RENTER agrees to reimburse the COMPANY for any and all costs, expenses and actual attorneys' fees incurred by the COMPANY for prosecuting or defending any legal actions or claims arising from this Agreement, including through all appeals.
5. **Further Acknowledgment.** The RENTER fully understands that failure to return the COMPANY's rental property or equipment upon expiration of the rental period, and failure to pay all amounts due (including costs for damages to the property or equipment) are evidence of abandonment or refusal to redeliver the property.
6. **Jury Waiver. ALL PARTIES ACKNOWLEDGE AND UNDERSTAND THAT THEY HAVE A CONSTITUTIONAL RIGHT TO A JURY TRIAL. NEVERTHELESS, THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY IN ANY ACTION ARISING DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT.**

I, _____ have read and understand this agreement and all of its provisions. I have had the full opportunity to ask anyone of my choosing about any and all provisions contained in this agreement, including paragraph 6.

SIGNED: _____
Signature

DATE: _____