**Hundred Acre Wood Resort**

 **Watercraft/Icehouse Agreement and Release of Liability**

**Hundred Acre Wood Resort** located in Itasca County, Minnesota, agrees to rent one (1) Boat with motor or one (1) Boat or one (1) Icehouse or Ice Fishing Day House (hereinafter referred to collectively as a watercraft/icehouse), only upon the following agreement, condition and signed release by **the Renter**, whose signature appears below.

1. I **the Renter**, agree and understand that my rental watercraft/icehouse is to be used and operated solely by myself. I understand that I am participating in a sport with possible risks to myself. I agree to return this watercraft/icehouse to Hundred Acre Wood Resort at the end of the rental period in the same condition in which I received it. I ASSUME FULL LIABILITY FOR ANY AND ALL DAMAGE TO THIS WATERCRAFT/ICEHOUSE while it is in my custody. Further, I AM RESPONSIBLE FOR THE SAFETY OF MYSELF AND ALL OF MY GUESTS I may have in the watercraft/icehouse.
2. I hereby state, that to the best of my knowledge, I AM IN GOOD PHYSICAL AND MENTAL CONDITION, and I have been explained WATERCRAFT/ICEHOUSE PROCEDURES. I voluntarily ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO MY PERSON OR PROPERTY which may be incurred from or be in any manner WITH MY USE, OPERATION OR RENTAL of a watercraft/icehouse from Hundred Acre Wood Resort.
3. I HEREBY RELEASE Hundred Acre Wood Resort, its agents and employees, FROM ALL CLAIMS, DEMANDS, ACTIONS AND FROM ALL LIABILITY FOR DAMAGE, LOSS or INJURY (of whatever kind, nature or description) that may arise out of or, I may sustain, IN CONNECTION WITH MY USE, OPERATION OR RENTAL of a watercraft/icehouse from Hundred Acre Wood Resort. I FURTHER AGREE TO IDEMNIFY AND HOLD HARMLESS Hundred Acre Wood Resort, its agents and employees, FROM ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OR ACTIONS, including attorney’s fees, expenses and costs, OF MYSELF OR OF THIRD PARTIES (OF WHATEVER KIND, NATURE OR DESCRIPTION), which may arise out of, or in manner connected with, or CAUSED BY MY USE OR THE USE OF BY MY CHILD OR GUARDED MINOR, if parent or guardian signing below OR BY MY GUESTS OR AGENTS, OR OPERATION OR RENTAL of a watercraft/icehouse from Hundred Acre Wood Resort.
4. THIS RELEASE AND INDEMNIFICATION SHALL BE BINDING upon my heirs, administrators, executives and assigns. Any Action of dispute will be ARBITRATED BY A COURT OF LAW IN ITASCA COUNTY, MINNESOTA or the closest FEDERAL MARITIME COURT OF LAW.
5. I AGREE TO PAY A RENTAL FEE AND A SECURITY DEPOSIT AS INDICATED BELOW WHICH WILL BE APPLIED TO THE PAYMENT FOR ANY AND ALL DAMAGE to the watercraft/icehouse occurring during the period of this rental agreement. I understand that I WILL REMAIN LIABLE FOR THE PORTION OF ANY DAMAGE COSTS EXCEEDING MY DEPOSIT, including attorney fees, expenses and costs incurred.
6. I CERTIFY THAT I AM EXPEIENCED OPERATOR of watercraft/icehouse and will only go to the areas agreed upon with Hundred Acre Wood Resort representatives.
7. I CERTIFY THAT I HAVE READ THIS AGREEMENT AND RELEASE AND THAT I UNDERSTAND ITS CONTENTS AND INTENTIONS.
8. I CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, OR IF SEVENTEEN (17) YEARS OR UNDER, MY PARENT OR GUARDIAN GIVES THEIR CONSENT BY SIGNING BELOW.

Name (please print):

Signature: Date:

Address: City/State: Zip:

Security Deposit $: