



Rockwynn Cottages Rental Warranty and Consent

For Adults 18 years of age & Older

I, (The Renter) agree:

- That I am at least 18 years of age and prepared to show ID for proof of age.
- To WEAR PROPER FOOTWEAR on ROCKWYNN COTTAGES property and docks at all times
- To wear my PFD (LIFEJACKET) AT ALL TIMES.
- To check that a whistle is attached to the PFD before heading out.
- To be extra cautious getting in and out of my boat and accessing floating docks.
- To return my boat & equipment without damages. Failure to do so can result in paying up to \$2000 for expenses incurred by ROCKWYNN COTTAGES for any boat damages, replacing the boat or other equipment.

I, (The Renter) assure & warrant to ROCKWYNN COTTAGES that:

- I am qualified & competent to operate/navigate the boat and will do so in a careful and prudent manner during the term of this rental.
- I realize outdoor weather can change quickly, docks & surfaces can be slippery, waters can be very cold, & unforeseen circumstances can arise.
- I acknowledge, accept, and am aware that there are inherent and significant risks associated with the participation in Boating Activities. I recognize some of the hazards of Boating Activities are wind, collision with other boats, waves, drowning, hypothermia, damage to personal belongings due to water contact and changing weather conditions. I recognize that there is, at all times, a risk of capsizing.
- I am familiar with the risk of serious injury or death, which may occur during the time of this agreement.
- That although ROCKWYNN COTTAGES has taken steps to reduce the Risks and increase safety of the Boating Activities, it is not possible for ROCKWYNN COTTAGES to make the Boating Activities completely safe.
- That ROCKWYNN COTTAGES does not monitor boats on the water and depending on wind conditions and location, they may not hear my whistle or me, in case of an emergency.
- I understand that the sole responsibility for personal safety remains with me.
- If at any time I sense or observe any unusual hazard or unsafe condition OR feel I have experienced a deterioration in my physical, emotional or mental fitness, I will immediately remove myself from participation, and notify the nearest official.
- I will hold ROCKWYNN COTTAGES harmless against any and all damages and claims however arising or occasioned, whether to property, to myself or other persons in my party.
- I will follow the direction of ROCKWYNN COTTAGES staff and permit ROCKWYNN COTTAGES to take in-tow and return my boat and passengers to dock if said are deemed to be in danger.

Initial here _____

I, (The Renter) understand and agree:

On behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this program and execution of this document constitutes:

- An unqualified assumption of all risks associated with participation in this program by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein;
- A full and final release and waiver of liability of the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, its officers, directors, officials, agents, and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the program, sanctioning bodies, medical or rescue personnel (the releases), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise;
- An understanding not to sue the releases for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me;
- An agreement to indemnify, and to save and hold harmless the releases, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the releases or otherwise.

Print Name _____

Signature _____

Date _____

Cell # _____