



XCAPE RENTALS

WE RENT FUN

LOW Enterprises LLC - XCAPE BOAT RENTALS - 218-434-0087

I. WAIVER AND RELEASE OF LIABILITY AGREEMENT DISCLAIMER

This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Low Enterprises LLC d.b.a. XCAPE Boat Rentals* (For purposes of this Waiver and Release, the term "XCAPE Boat Rentals" includes Low Enterprises LLC all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Low Enterprises LLC and XCAPE Boat Rentals).

If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to XCAPE Boat Rentals all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify XCAPE Boat Rentals 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 of XCAPE Boat Rentals.

II. ACKNOWLEDGEMENT OF RISKS

The undersigned hereby acknowledges that some, but not all of the risks of participating in water-sport activities include: 1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the boat's, other boats, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

III. EXPRESS ASSUMPTION OF RISK The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by XCAPE Boat Rentals at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of XCAPE Boat Rentals.

IV. ALCOHOL AND RELEASE OF LIABILITY POLICY Here at XCAPE Boat Rentals, we do not sell or serve alcoholic beverages. We will allow you to bring in alcohol, under the circumstances, that we will not be held accountable for any injuries sustained while under the influence of alcohol. It is also your responsibility that the designated Captain refrain from use of drugs or alcohol that would impair his or her ability to safely navigate and operate the vessel. You agree that if you are under the influence of alcohol you must prepare your own

transportation when disembark XCAPE Boat Rental's vessels. Methods of safe transportation include but are not limited to on-the-water towing, ride share programs such as Uber and Lyft. Taxi services or family members/friends. All costs associated with this are responsibility of the LESSEE. Failure to do so, risk violating CHAPTER 169A Of MN Statutes- Driving While Impaired. By signing below, you agree that you will be held accountable for any and all injuries sustained here at XCAPE Boat Rentals and that you participate at your own risk.

V. WAIVER/RELEASE OF LIABILITY By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless LOW Enterprises LLC / XCAPE Boat Rentals from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any 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 XCAPE Boat Rentals, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that XCAPE Boat Rentals shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that XCAPE Boat Rentals shall not be responsible for such injuries, damages, loss or theft.

VI. LIABILITY TO THIRD PARTIES The undersigned hereby agrees that he/she will indemnify and hold harmless XCAPE Boat Rentals 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 boat's 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 XCAPE Boat Rentals, even if such damages arise out of the negligence or fault of XCAPE Boat Rentals

VII. VIDEO/PHOTOGRAPHY RELEASE FORM I, hereby grant permission to XCAPE Boat Rentals and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release XCAPE Boat Rentals and its legal representatives for all claims and liability relating to said images or video.

VIII. ACKNOWLEDGEMENT OF WAIVER AND RELEASE The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said release. The undersigned 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 own free act. The undersigned 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 XCAPE Boat Rentals with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against XCAPE Boat Rentals for XCAPE Boat Rentals' negligence.

I (WE) HAVE READ THE AGREEMENT ENTIRELY AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

STANDARD BOAT RENTAL AGREEMENT

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this Agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) BELOW.

This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.

THE LEASE ABOVE HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS

I (WE) the LESSEE(S) further agree (continued from the above portion of this Agreement):

1. The LESSEE acknowledges he/she has carefully examined the rental craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both rental craft and equipment in a safe, dependable condition while in his/her custody.
2. Cash deposit (as provided in the Charges section of the front of this Agreement) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken equipment; or to be applied to the rental charges upon return of

the rental craft by LESSEE. The foregoing shall not limit LESSOR'S ability to seek its further damages at law or equity.

3. LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose;
- b. of the rental craft in a careless or negligent manner;
- c. of the rental craft while under the influence of liquor and/or narcotics;
- d. of the rental craft by any other person not the signatory of this agreement, or not equally qualified.

4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the rental craft, and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.

5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this Agreement by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county and state of LESSOR. This Agreement shall be governed by the laws of the state of LESSOR

6. In the event of malfunction, breakdown, or if any defect is discovered alter acceptance of the rental craft that LESSEE will immediately report same to LESSOR. Continued use of the rental craft shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by continued use of the rental craft.

7. LESSOR'S ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the rental craft by the previous lessee, or any other cause beyond LESSOR'S control.

8. CANCELLATION POLICY -The LESSEE by making the booking online or over the phone agrees to the cancellation policy; If you cancel within 15 days of your rental The 25% deposit is non-refundable. Cancellations within 48 hours of your rental, 50% of the booking will be charged. Same day cancellations or no shows, 100% of your rental can be charged.

Weather cancellations; We do not permit rentals to go out if it is unsafe to go out, high winds or storming. This is under the LESSORS discretion.

If we do not permit you to go out on the water, due to severe weather, you will not be charged and you will be issued a refund. This is not applicable if you find it "cold", or "windy", or if you have a bad weather day during your multi-day rental. A \$75 fee will apply to all same-day cancellations no matter the reason.

The LESSOR reserves the right to cancel this Agreement during the rental period due to; 1. improper or unsafe use of the vessel, 2. Negligent behavior or 3. inclement or impending bad weather. Rental fees will not be prorated, discounted or refunded.

9. The LESSEE agrees that if they decline to purchase the damage Waiver they are financially responsible for any damage or loss to the boat / equipment in full. That they will also be charged for days the boat is out of service due to repairs - Loss of Rentals or rental days. That the waiver - if purchased - is null and void should the LESSEE have operated the boat negligibly, in an un-lawful manner, or against the advice of the LESSOR or policies within this agreement.

10. The rules and regulations contained herein and as posted in the office, on the rental craft, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules and regulations. 10 a; If the LESSEE is negligent and/or disregards the rules and policies of the Rental agreement or MN State laws regarding safe boating the damage waiver becomes NULL & VOID. 10 b; The Damage waiver covers any accidental loss or damage to the unit while in the renters possession, however does not cover the cost of specialized cleaning if the vessel is brought back in a condition that requires it. Example; in the case of putting fish in seat compartments or excessive pet, food or sand in the boat. The LESSOR can charge the LESSEE the cost of the specialized cleaning or the additional labor from their staff.

11. Should any term or condition of this Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

12. THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT, EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION POSTED IN LESSOR'S OFFICE.