

Annie's Island Rentals, LLC

Release of Liability Rental Equipment Waiver and Indemnity Agreement

In consideration of being permitted to lease a rental unit from LESSOR, LESSEE:

A: HEREBY ACKNOWLEDGES THAT THERE ARE DANGERS AND RISKS OF INJURIES AND LOSS inherent in operating before mentioned rental unit, but, that with the full knowledge of such risks, LESSEE still desires to lease before mentioned unit from Lessor; And

B: HEREBY COVENANTS NOT TO SUE, WAIVES, AND RELEASES LESSOR, its shareholders, directors, officers, employees and agents (those other than Lessor hereinafter collectively the "ASSOCIATED PERSONS") FOR AND FROM ALL LIABILITY TO THE LESSEE FOR ANY AND ALL CLAIMS OF ANY KIND OR CHARACTER, LOSSES, DAMAGE, ACTIONS, CAUSES OF ACTION, OR EXPENSES WHATSOEVER WHICH ARISE OUT OF, IN CONNECTION WITH, RESULT FROM OR RELATE IN ANY WAY MANNER TO THE USE OF THE BEFORE MENTIONED RENTAL UNIT OR THE ACTIONS OR OMISSIONS OF THE LESSOR/AND/OR THE ASSOCIATED PERSONS WITH REGARD THERETO including, but not limited to, any and all such claims for known or unknown, foreseen, or unforeseen, bodily injury, death, property damages, personal injuries and all other types of loss damage, whether occurring prior to, during or after use of the before mentioned rental unit leased hereunder, which in any way are related to the use of the before mentioned rental unit leased hereunder, whether caused by the negligence of the LESSOR and/or the ASSOCIATED PERSONS; And

C: HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS LESSOR AND THE ASSOCIATED PERSONS from any losses, liabilities, damages, or costs which the LESSOR and/or the ASSOCIATED PERSONS may incur due to the use of the before mentioned rental unit leased hereunder which are caused directly or indirectly by LESSEE including, but not limited to, losses or injuries suffered by persons not a party to this Rental Equipment Waiver and Indemnity Agreement;

And

D: HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS LEASE AGREEMENT CONTAINING THE FORGOING WAIVER AND INDEMNITY AGREEMENT and expressly agrees that such agreement is intended to be as BROAD and INCLUSIVE as permitted by the laws of the State of Wisconsin and agrees that if any portion thereof is held invalid the balance shall not be withstanding, continue in full legal force and effect and agree that he/she assumes full responsibility for and risk bodily injury, personal injury, death, property damage, and all types of loss and damage, whether due to the negligence of LESSOR and/or ASSOCIATED PERSONS or otherwise, and states that he/she understands that the LESSOR and the ASSOCIATED PERSONS have relied upon this Rental Equipment Waiver and Indemnity Agreement in leasing the Before mentioned rental unit to the LESSEE; And

E: HEREBY FULLY UNDERSTAND THAT THERE IS **NO INSURANCE** ON THIS UNIT, AND UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE TO THIS UNIT, TO THE PROPERTY OF OTHERS, INJURY OR DAMAGE TO MYSELF OR OTHERS.

I HEREBY CERTIFY, BY MY SIGNATURE WHICH FOLLOWS, THAT I FULLY UNDERSTAND ALL OF THE ABOVE, THAT I AM 21 YEARS OLD OR OLDER AND HAVE SHOWN PROPER IDENTIFICATION, THAT I AM SIGNING THIS RELEASE OF LIABILITY RENTAL EQUIPMENT WAIVER AND INDEMNITY AGREEMENT VOLUNTARILY (HAVING POWER OF FREE CHOICE).

SIGN HERE _____ **DATE** ____ / ____ / ____

Lessee-Checklist

1. I WILL IMMEDIATELY REPORT ANY ACCIDENT, COLLISION, OR IMPACT TO THE LESSOR AND MUST IMMEDIATELY DELIEVER TO THE LESSOR ANY DEMAND, CLAIM OR DOCUMENT RECEIVED IN CONNECTION WITH ANY ACCIDENT OR INSURANCE INVESTIGATION OR DEFENSE OF ANY SUCH CLAIM AND WILL DO NOTHING TO PREJUDICE THE RIGHTS OF THE LESSOR.
2. I WILL OBEY ALL REGULATIONS STATED IN THE WISCONSIN RULES OF THE ROAD HANDBOOK. I WILL NEVER GET OFF THE MOPED WHILE THE ENGINE IS RUNNING. AND I WILL NEVER RIDE DOUBLE ON THIS MOPED.
3. I WILL RIDE THIS MOPED ON PAVED ROADS ONLY, AND NEVER RIDE THIS MOPED ON GRAVEL OR ON A GRAVEL ROAD.
4. I HAVE BEEN ISSUED A HELMET, AND I WILL WEAR IT AT ALL TIMES WHILE OPERATING THIS MOPED.
5. I HAVE BEEN INSTRUCTED ON AND COMPLETELY UNDERSTAND HOW TO PROPERLY OPERATE THIS MOPED.

I HEREBY CERTIFY, BY MY SIGNATURE WHICH FOLLOWS, THAT I HAVE DISCUSSED THIS ENTIRE CHECK LIST WITH THE LESSOR, OR AGENT OF THE LESSOR, AND FULLY UNDERSTAND ALL OF THE ITEMS OF THE LIST. I FURTHER AGREE TO ABIDE BY ALL OF THESE ITEMS.

I AM 21 YEARS OLD OR OLDER AND HAVE SHOWN PROPER IDENTIFICATION, THAT I AM SIGNING THIS RELEASE OF LIABILITY RENTAL EQUIPMENT WAIVER AND INDEMNITY AGREEMENT VOLUNTARILY (HAVING POWER OF FREE CHOICE).

Print Name _____ Address _____

City _____ State _____ Zip _____

Drivers License # _____ State _____ D.O.B. ____ / ____ / ____

Phone _____ Cell Phone _____ Door Co. Lodging _____

I WILL NEVER ALLOW ANYONE OTHER THAN MYSELF TO OPERATE THIS MOPED WITHOUT EXCEPTION. INITIALS _____

INTENTIONAL MISUSE OF THIS MOPED WILL RESULT IN COSTLY DAMAGE CHARGES IN ADDITION TO THE NORMAL RENTAL CHARGE.

I authorize Lessor to process my credit card voucher for all charges incurred, including damages.

SIGN HERE _____ **DATE** ____ / ____ / ____