

Grafton River Adventures Boat Rental Release and Assumption of Risk Agreement

DeSherlia Marina Management Inc. /DBA Grafton River Adventures agrees to rent vehicle(s) (hereinafter "RENTAL VEHICLE") to you, the undersigned RENTER (hereinafter the "RENTER"), and to you, the undersigned registered driver, (hereinafter referred to as "REGISTERED DRIVER") and to you, the undersigned passenger, (hereinafter referred to as "PASSENGER") upon the following terms and conditions. By your signature(s) below, you the RENTER and/or REGISTERED DRIVER and PASSENGER hereby agree to be bound by the terms and conditions of the Rental Agreement (hereinafter the "AGREEMENT").

RENTER agrees and understands that the RENTAL VEHICLE is to be used and operated solely by RENTER. RENTER, REGISTERED DRIVER, AND PASSENGER agree to return RENTAL VEHICLE to GRAFTON RIVER ADVENTURES at the end of the rental period in the same condition as which RENTER received it. RENTER, REGISTERED DRIVER, and PASSENGER agrees to pay charge of \$50 per 15 minute or each fraction thereof over stated rental period.

RENTER assumed full responsibility of any and all damages to RENTAL VEHICLE while in RENTER and REGISTERED DRIVER'S possession. RENTER, REGISTERED DRIVER and PASSENGER acknowledge that the operation of any water vehicle is dangerous. Since this is a recreational vehicle which must be used with care, PASSENGER agrees to assist the RENTER and REGISTERED DRIVER with the safe use of the RENTAL VEHICLE and agrees not to jeopardize the safe operation of said vehicle.

RENTER, REGISTERED DRIVER, and PASSENGER hereby acknowledge the explanation of GRAFTON RIVER ADVENTURES rules and policies and agree to abide by the said rules and policies.

RENTER, REGISTERED DRIVER, & PASSENGER hereby agree to abide by all state and federal laws governing use & operation of WATER VEHICLE.

RENTER, REGISTERED DRIVER, and PASSENGER hereby state to the best of my (their) knowledge, I (we) am (are) in good physical and mental condition, and that GRAFTON RIVER ADVENTURES has satisfactorily explained water vehicle safety procedure, as well as the use and operation of the WATER VEHICLE(S) to me (us). I (we) voluntarily assume all risk of accident or damage to my (our) person(s) and/or property which may be incurred from or be connected in any manner with my (our) use, operation, or rental of a water vehicle from GRAFTON RIVER ADVENTURES.

I (we) hereby release GRAFTON RIVER ADVENTURES and its agents and employees from claims, demands, actions, and any form of liability for damage, loss or injury of whatever kind, nature of description that may arise out of or that I (we) may sustain in connection with my (our) use, operation or rental of any WATER VEHICLE from MARQUETTE ADVNETURES. I (we) further agree to indemnify and hold harmless MARQUETTE ADVNETURES, together with their agents and employees, from all claims, demands, actions or causes of action brought by me (us), or any third party (including attorney's) fees, expenses, and costs which may be incurred by GRAFTON RIVER ADVENTURES and/or their employees, servants or agents which may arise out of, or in any manner be caused by my (our) use, operation or rental of the RENTAL VEHICLE. This release and indemnification shall be binding upon my (our) heirs, administrators, executors and assigns.

GRAFTON RIVER ADVENTURES requires that all operators of motorized WATER VEHICLES be over the age of 18. I (we) hereby affirm they each operator under this agreement is over the age of 18. Initial Please: _____

I (we) authorize GRAFTON RIVER ADVENTURES to charge to my (our) Visa, MasterCard or Discover account used for this rental the cost of repairing any damage (s) that occurs to the RENTAL VEHICLE while it is in my (our) possession. I (we) understand that I (we) will remain liable for any and all damage (s) and agree to pay for all attorney's fees and costs incurred by GRAFTON RIVER ADVENTURES in collecting these damages from me (us).

I (we) certify that I (we) have read this AGREEMENT and that I (we) understand its contents and intents. I (we further certify that I (we) am (are) at least (18) years of age by signing below.

Renter Name: _____ Date _____ Cell # _____
(please print legibly)

Address: _____
City: _____ State: _____ Zip: _____
Home Phone #: _____ Local Hotel: _____
Driver's License #: _____ E-mail Address: _____

Signature of Renter: _____ Date: _____

Driver/Passenger Name: _____ Cell # _____
Signature of Driver/Passenger _____ Date: _____

Driver/Passenger Name: _____ Cell # _____
Signature of Driver/Passenger _____ Date: _____

Driver/Passenger Name: _____ Cell # _____
Signature of Driver/Passenger _____ Date: _____

Driver/Passenger Name: _____ Cell # _____
Signature of Driver/Passenger _____ Date: _____

Passenger Name: _____ Cell# _____
Signature of Passenger or Legal Guardian _____ Date: _____

Passenger Name: _____ Cell# _____
Signature of Passenger or Legal Guardian _____ Date: _____

Passenger Name: _____ Cell# _____
Signature of Passenger or Legal Guardian _____ Date: _____

Passenger Name: _____ Cell# _____
Signature of Passenger or Legal Guardian _____ Date: _____

Passenger Name: _____ Cell# _____
Signature of Passenger or Legal Guardian _____ Date: _____

Passenger Name: _____ Cell# _____
Signature of Passenger or Legal Guardian _____ Date: _____

Grafton River Adventures Signature: _____ Date: _____