

NAUTI MULE WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, passengers, and users of equipment provided by the NAUTI MULE (For purposes of this Waiver and Release, the term “NAUTI MULE” includes all principals, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of the NAUTI MULE). The undersigned agrees that he/she is also signing this Release on behalf of next of kin, heirs and representatives.

- I. The undersigned agrees that he/she will disclose to NAUTI MULE all potential passengers and users of said rental equipment. The undersigned further agrees that in the event that he/she fails to notify the NAUTI MULE of all potential 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 the NAUTI MULE.
- II. **ACKNOWLEDGEMENT OF RISKS** – The undersigned acknowledges all risks of participating in watersport activities, rental, and use include but are not limited to: 1) Changing water flow, currents, and watercraft wakes or waves; 2) Collisions with other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, 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. Unknown or unanticipated risks may also result in injury, illness or death.
- III. **EXPRESS ASSUMPTION OF RISK** – The undersigned agrees that he/she is renting and using the equipment provided by the NAUTI MULE at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental or use of the rental equipment, The undersigned assumes full responsibility for all risks of personal injury, damage, loss, accident or illness; as well as any resultant expenses from all risks undertaken, regardless of the cause, even if the risks arise out of the negligence or fault of the NAUTI MULE.
- IV. **WAIVER/RELEASE OF LIABILITY** – By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless the NAUTI MULE from any and all liability of any nature for any and all injury, damage, loss, accident or illness sustained by the undersigned as a result of any and all activities related to the rental or use of equipment provided by the NAUTI MULE regardless of the cause. The undersigned assumes full responsibility and agrees that the NAUTI MULE shall not be responsible or liable for any injuries, damages, loss or theft of personal property EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY the NAUTI MULE, whether such negligence is present at the signing of this Release or takes place in the future.
- V. Further, in consideration for rental and use of equipment from the NAUTI MULE, I release from all liability and promise not to sue the NAUTI MULE nor it's owners from any and all claims as stated that may occur as a result of my participation, rental, and use of equipment from the NAUTI MULE. I further agree to hold the NAUTI MULE harmless from any and all claims,

including attorneys' fees and all damages. If the NAUTI MULE incurs any of these types of expenses, I agree to reimburse the NAUTI MULE and it's owners. If I need medical treatment, I agree to be financially responsible for any and all costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. This Waiver and Release does not apply to gross negligence or intentional torts by the NAUTI MULE.

- VI. **LIABILITY TO THIRD PARTIES** – The undersigned agrees that he/she will indemnify and hold harmless the NAUTI MULE for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, passengers of other watercraft as a result of any and all activities related to the rental or use of equipment provided by the NAUTI MULE even if such damages arise out of the negligence or fault of the NAUTI MULE.
- VII. **ACKNOWLEDGEMENT OF WAIVER AND RELEASE** – The undersigned states that he/she has had sufficient time to read and review the Waiver and Release, as well as to ask any questions associated with said Release to understand the provisions as stated. The undersigned also has been instructed by the NAUTI MULE of all requirements and policies for rental and use of equipment, as well as been afforded the time to read and review all requirements and policies stated on its website at <https://nautiwaters.com>. Policies handed out on day of rental. The undersigned signed this Release as his/her own free act. The undersigned warrants that he/she is has chosen to rent or use equipment from the NAUTI MULE with the knowledge that signing this Release is a requirement for rental 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 the NAUTI MULE for the NAUTI MULE's negligence.
- VIII. I am 18 years or older. I understand the legal consequences of signing this document. I understand that this document is written to be as broad and inclusive. I am not under the influence of any drug/s or alcohol. I am not under duress. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I agree that any legal proceeding concerning this Waiver and Release Agreement, or the rental and use of equipment from the NAUTI MULE, shall be within the venue and jurisdiction of the Kosciusko Circuit Court in Kosciusko County, Indiana. I have read this document, and by submitting this form in person, mail, or electronically, I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

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By signing below, I acknowledge that I have read and understand the Waiver and Release of Liability Agreement, as well as the legal consequences of signing said Agreement.

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