

LAKESHORE PADDLE SPORT RENTALS

RULES, WAIVER, INDEMNITY, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

1. LIFE VESTS MUST BE WORN AND FASTENED BY ALL PASSENGERS.
2. ALL PASSENGERS MUST REMAIN SEATED AT ALL TIMES.
3. NO ALCOHOLIC BEVERAGES ALLOWED ON PADDLEBOATS.
4. CHILDREN MUST BE AT LEAST ONE YEAR OLD ON DAY OF RENTAL.
5. A PARENT OR LEGAL GUARDIAN MUST SIGN THIS FORM FOR ANY RENTERS UNDER THE AGE OF 18 YEARS. ALL CHILDREN UNDER AGE 18 MUST BE ACCOMPANIED BY AN ADULT (18 YEARS OF AGE OR OLDER). PROOF OF AGE REQUIRED UPON REQUEST.
6. PADDLEBOATS MUST STAY AT LEAST 20 FEET AWAY FROM SHORELINE/LAND AND ALL DOCKS/PIERS WITHIN THE RENTAL AREA. PADDLEBOATS MUST STAY AWAY FROM THE LAKESHORE STATE PARK BEACH AREA. ALL PADDLEBOATS MUST BE RETURNED TO THE RENTAL DOCK.
7. NO SWIMMING; NO SPLASHING OR BUMPING PADDLEBOATS.
8. FAILURE TO OBSERVE THESE RULES WILL RESULT IN AUTOMATIC TERMINATION, WITHOUT ANY REFUND OF MONIES PAID.

A \$10.00 FEE MAY BE CHARGED FOR WET LIFE JACKETS THAT END UP IN THE WATER. RENTERS ASSUME ALL RISKS AND CONSEQUENCES INHERENT IN NOT FOLLOWING THE RULES. OWNER MAY REFUSE RENTAL IF IT BELIEVES RENTER POSES RISK OF HARM OR DANGER TO RENTER OR OTHERS. RENTER IS FINANCIALLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED TO OWNER'S EQUIPMENT OR PROPERTY (INCLUDING, BUT NOT LIMITED TO, REPAIR OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND LITIGATION COSTS INCURRED IN DEFENDING ANY LEGAL CLAIMS) CAUSED BY MISCHIEVOUS AND/OR RECKLESS BEHAVIOR OR INTENTIONAL ACTS OF RENTER AND HIS/HER PASSENGERS.

Undersigned renters are aware that operation of paddleboats (hereinafter "water equipment") may involve serious risks and hazards to the person and property of the undersigned and others. These risks and hazards include but are not limited to death, drowning, heart attacks, and injury to bones, joints, and muscles. Undersigned renters voluntarily participate in these activities with knowledge of the dangers involved and **hereby agree to abide by the rules and regulations listed above**, and to accept any and all inherent risks and assume full responsibility for any property damage, personal injury, or death to the undersigned renters or others.

In consideration of the willingness of LAKESHORE PADDLE SPORT RENTALS ("Owner") to rent water equipment to the undersigned, and use of dock areas owned or leased by DISCOVERY WORLD, as well as dock areas and real property owned, leased, operated and/or controlled by WISCONSIN DEPT. OF NATURAL RESOURCES, on behalf of Lakeshore State Park, and CITY OF MILWAUKEE, BOARD OF HARBOR COMMISSIONERS (collectively referred to herein as "Interested Parties"), each of the undersigned hereby jointly and severally releases, indemnifies, and agrees not to sue Owner and/or the Interested Parties, their employees and agents (together, the "Released Parties"), from any and all present and future liability or claims resulting from the rental, use or operation of the water equipment by any of the undersigned (and if this Release relates to the use of water equipment by children, including such children) on the date hereof, including but not limited to any loss or damage of personal property, personal injury, or death to undersigned renter(s) (including children) arising as a result of use of the water equipment wherever, whenever, or however the same may occur. Each of the undersigned hereby voluntarily waives and releases any and all claims against Owner and/or the Interested Parties resulting from the above, both present and future, that may be made by the undersigned, or family members, estate, heirs, or assigns of the undersigned.

BY EXECUTING THIS WAIVER, I HAVE READ THIS FORM, AND BY SIGNING THIS FORM I UNDERSTAND I AM GIVING UP CERTAIN LEGAL RIGHTS OR REMEDIES, AND I MAY ALSO BE LIABLE FOR ANY FINANCIAL MONIES DUE AND OWING OWNER AS A RESULT OF IRRESPONSIBLE OR INTENTIONAL ACTS THAT RESULT IN LOSS OR DAMAGE TO PROPERTY OR PERSONS. UNDERSIGNED RENTERS AGREE TO ABIDE BY ALL RULES AND REQUIREMENTS LISTED ABOVE. OWNER MAY CHARGE FOR ADDITIONAL TIME, IF WARRANTED.

ADULT RENTERS

[AGE 18 YEARS AND OLDER]

CHILDREN

[AGE 1 YR. THRU 17

[SIGNATURE]

[Print Full Name Here]

YEARS]

[PRINT FULL NAME]

[AGE/DOB]

