

Participation Agreement and Waiver

This Participation Agreement and Waiver (hereinafter, "Agreement") is made between Trufant Pontoon Rentals, LLC, (hereinafter, "Owner") and the individual named as participant below (hereinafter, "Participant"). If an individual named as a Participant is less than 18 years of age, then that individual's parent or guardian named below signs and agrees to this Agreement on the minor individual's behalf, and then "Participant" shall collectively refer to both the minor and the parent or guardian signing on his or her behalf.

Participant wishes to engage in "Activities," which is hereinafter defined as "engaging in boating and water activities while using and enjoying Owner's boat, boating equipment, and/or water accessories," and it is a condition to Participant's permission to engage in Activities that he or she enter into this Agreement, and Participant is willing to do so. Therefore, in return for good and valuable consideration exchanged, the sufficiency of which is hereby acknowledged, Participant agrees to and accepts all of the terms and conditions contained herein.

- 1. Unqualified Assumption of Risk.** Participant understands that Activities may be dangerous, and that engaging in Activities can lead to and cause property damage, injury, and death. By engaging in Activities, Participant—without qualification—assumes any and all associated risks even if arising from the negligence or gross negligence of the Owner and including but not limited to any compounding or aggravation of injuries caused by negligent rescue operations or procedures.
- 2. Waiver of Liability.** Participant hereby grants Owner a full and final release and waiver of liability and all claims that Participant has or may in the future have against Owner and its agents, executives, employees, owners, members, customers, associates, representatives, and assignees (hereinafter collectively, "Releasee") from any and all liability for any loss, damage, injury, or expense that Participant may suffer as a result of his or her use of or presence at the Property, due to any cause whatsoever, including but not limited to negligence, gross negligence, breach of contract, or breach of any statutory or other duty of care. Participant agrees not to sue Releasee for any loss, injury, costs, or damages of any form or type, however caused or arising, and whether directly or indirectly from engaging in Activities on the Property. Participant agrees to indemnify, and to save and hold harmless Releasee from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, it may incur due to any claim made against it by Participant or on Participant's behalf, or on behalf of Participant's estate.
- 3. Compliance and Knowledge.** Participant hereby warrants and certifies that he or she has a thorough understanding of all applicable laws, regulations, and guidance (hereinafter, "Applicable Laws") that in any way reference Activities, including but not limited to those that address certifications, lifejacket requirements, age restrictions, alcohol prohibitions, licensing, and general safety. Participant hereby agrees to adhere to Applicable Laws, adhere to posted rules, and to refrain from committing any unlawful acts of any kind while engaging in Activities. Participant must contact Owner immediately if he or she observes unlawful activity by anybody engaging in Activities. Participant warrants that he or she is capable of and confident operating equipment provided by Owner. Participant shall bring with him or her an operational cellular phone in case of injury.
- 4. General Health.** Participant hereby warrants that he or she is without any medical condition of any kind that could increase the risk of engaging in Activities. Participant must monitor his or her own health and refrain from engaging in Activities if he or she develops any medical or other condition that could increase his or her risk of injury or death while engaging in Activities.
- 5. Supervision.** Participants of any age must never engage in Activities alone. If Participant is under the age of 18, then his or her parent or guardian must be present to closely observe Participant. Owner will generally not be present while Participant engages in Activities and Owner will never be responsible for supervising Participant.
- 6. Property Damage.** In the event that any of owner's equipment is damaged during the course of Activities, Participant shall cease all Activities and notify Owner immediately. Participant hereby agrees to reimburse Owner for any and all damage that Participant causes in part or in whole to Owner's property. In the event that Owner files a lawsuit against Participant seeking reimbursement for property damage, Participant shall pay for Owner's related attorney fees, costs, and interest in addition to any award granted to Owner.
- 7. General Provisions.** Michigan law will govern any litigation arising out of this Agreement. Any litigation must be held in a Michigan forum. If any terms of this Agreement or the application of them to any person or circumstance are determined to be null and void, ineffectual, invalid, or unenforceable by any competent tribunal, the remaining terms or the application of the terms to persons or circumstances other than to those which were determined to be invalid or unenforceable shall not be affected and shall continue in full force and effect. The waiver by either party of a breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged. The use of pronouns to refer to any party in this Agreement will be deemed a proper reference whether the party is an individual, a partnership, a corporation, or any other group or entity. Any and all section titles in this Agreement are for convenience or reference and in no way define, limit, or affect the meaning of this Agreement. The introductory paragraphs, which have no paragraph titles, are binding and enforceable even though unnumbered and untitled. This Agreement contains the entire understanding between and among the parties concerning these matters and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement. The parties agree that they have been given an opportunity to have this Agreement reviewed by their respective attorneys, and that both parties are not relying upon any legal advice provided by the other party or on the other party's behalf. Participant acknowledges that he or she has been offered a copy of this Agreement.

I have carefully read and fully understand all provisions in this Agreement. I agree to comply with this Agreement in its entirety. Signed,

Participant Name: _____

Date: _____

Participant Signature: _____

Participant Address: _____

Participant Phone: _____

Parent/Guardian Signature: _____

Date: _____

Parent/Guardian Name: _____

Parent/Guardian Phone: _____