

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by The toy shop of Eagle River llc. (For purposes of this Waiver and Release, the term "The Toy Shop" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of The Toy Shop). The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to The Toy Shop all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify The Toy Shop of all potential operators, 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 of The Toy Shop**. Initials: _____

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by The Toy Shop at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence of The Toy Shop**. Initials: _____

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that The Toy Shop shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by The Toy Shop, including but not limited to drowning and other related injuries, collisions with other water craft or stationary objects, physical contact/collisions with the rental equipment itself or the wake created by the same, and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that The Toy Shop shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **The Toy Shop shall not be responsible for any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE BY The Toy Shop**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by The Toy Shop. Initials: _____

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless The Toy Shop for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by The Toy Shop, **even if such damages arise out of the negligence of The Toy Shop**. Initials: _____

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned 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 Toy Shop for The Toy Shop's negligence**. Initials: _____

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect. Initials: _____

*****READ RELEASE BEFORE SIGNING*****

RENTER	Date	OPERATOR/PASSENGER	OPERATOR/PASSENGER
OPERATOR/PASSENGER		OPERATOR/PASSENGER	OPERATOR/PASSENGER