

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Brown's Recreation Rentals, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BRR"), I hereby agree to release, indemnify, and discharge BRR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; collision with fixed objects or other watercraft; boat capsize and entrapment; rapidly changing adverse weather and water conditions; tidal conditions, surf and currents; strong wind, cold, storms, large waves, eddies and whirlpools, and lightening; travel in remote areas; prolonged exposure to cold water, cold shock, hypothermia, accidental drowning; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; wrist, arm, shoulder, and/or back injuries; aggressive and/or poisonous marine life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; my own physical condition, and the physical exertion associated with this activity.

Furthermore, BRR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might fail or malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BRR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BRR's equipment or facilities, **including any such claims which allege negligent acts or omissions of BRR.**
4. Should BRR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against BRR, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BRR on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by BRR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BRR from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

Boat Rental Agreement

Rental Rates

Pontoon Boat \$250 Weekdays
\$300 Weekend/Holiday

Fishing Boat \$150 Weekdays
\$200 Weekend/Holiday

Delivery to Jordan and Harris
\$150 Drop/Pick Up/Boat Gas

Date _____ Boat # _____

Renter's Name _____

Home Address _____

Phone _____

Rental Fee \$ (Rate + Delivery)

Security Deposit \$ (500 held until return)

Total \$ (Rental Fee + Deposit)

of persons _____

Time Out _____

Time In _____

Checked Out By _____

Emergency Contact: (910) 723-2730

Additional Terms and Agreements

The undersigned as RENTER (including any and all RENTERS signing the Agreement), hires from Browns Recreational Rentals Corp. as OWNER, Boat No. _____ on the following terms and conditions.

Please initial each item as it is read and understood:

(Initial) The RENTER must return the boat to the OWNER at or before 9:00PM on Date of Rental. \$50 per hour will be charged for each hour past agreed rental period.

(Initial) Navigation of powerboats is confined to the waterways of Jordan Lake and Harris Lake unless approved prior to departure.

(Initial) The RENTER shall keep his copy of this agreement in his possession during the rental period and must present it to the OWNER at time of return for preparation of the final invoice.

(Initial) The RENTER shall demonstrate to marina operators a working knowledge of boat operations and boating safety along with significant experience in operating a boat. This is crucial to the safety of all boat occupants and other boaters on Jordan Lake as well as the safety and security of the vessel being leased. Browns Recreational operators reserve the right to refuse rental to anyone who does not meet these guidelines on the day of the rental.

(Initial) RENTER acknowledges that the boat is the rightful property of the OWNER, and further acknowledges that he received said boat in good and safe mechanical and seaworthy condition. RENTER agrees to return said boat together with all accessories and accoutrements to the OWNER in the same condition as RENTER received it. Said boat is equipped with life jackets or buoyant cushions (number specified above), paddle, anchor and line, fire extinguisher, horn and a full tank(s) of fuel.

(Initial) RENTER agrees to pay to OWNER the cost of replacing lost equipment and the cost of repairing damages to, and caused by, the boat including parts, labor expenses of transporting said vessel or other property to and from point of repair, **all towing charges, including, but not limited to all towing charges as a result of grounding or beaching of the boat**, regular rental fee covering time said vessel is out of service as a result of damage, and any collection cost and / attorney fees necessary to secure reimbursement. It is understood that the security deposit ("Deposit") will be used for payment of all or part of the above cost up to its full amount. Cost in excess of the Deposit shall be paid by the RENTER to the OWNER on demand. Credit card deposit of \$250-\$350 required. Transaction will be voided when boat is returned in same condition as when rented.

(Initial) RENTER agrees to pay to the OWNER for all damages to propeller and lower unit of boat caused by beaching, hitting submerged obstructions, running aground or any other cause. **The propeller and lower unit of the boat will be inspected before and after rental. If there is ANY damage to motor or propeller, RENTER will be immediately charged a minimum of \$200 for repair. Total cost will be determined by our certified mechanic and paid in full by RENTER.**

(Initial) RENTER agrees to pay the OWNER on demand all time, fuel, oil, service, minimum, and other charges applicable to the rental of the boat at the rates or in the amounts specified herein. Boat will be filled with gas and oil when returned and these charges will be added to rental fees.

(Initial) RENTER who signs to accept the terms of this Rental Agreement certifies that he or she is 26 years of age or over.

(Initial) RENTER agrees that the use of the boat by a number of persons greater than the number of life jackets or buoyant cushions provided (children under 13 years of age and under are required to wear a life jacket at all times), use of the boat for water skiing, wakeboarding, or similar watersports is violation of the rental agreement and shall result in the forfeiture of all the Deposit.

(Initial) RENTER agrees to operate the boat in a safe and legal manner as prescribed by all laws and regulations applicable to the area in which the boat is operated.

(Initial) RENTER agrees to and shall indemnify and hold harmless Brown's Recreational Rentals, Inc., its officers, agents, and employees, from and against any claims, losses, damages, causes of action, suits, and liability of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of RENTER or RENTER's guest or invitee, or for damages to any property of RENTER or RENTER's guests or invitees arising out of or in connection with obligations of Brown's Recreational Rentals, Inc., under this contract, where such injuries, death or damages are caused by Brown's Recreational Rentals, Inc. sole negligence or the joint negligence of RENTER and any other person or entity.

(Initial) RENTER further agrees to and shall indemnify and hold harmless Brown's Recreational Rentals, Inc., its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind related to environmental damage caused by discharge, whether voluntary or accidental, of hazardous materials from boat while in possession of RENTER.

RENTER AGREES THAT HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE ABOVE TERMS AND CONDITIONS AND AGREES TO INDEMNIFY and HOLD HARMLESS Brown's Recreational Rentals, Inc. FOR ALL DAMAGES IT SUSTAINS AS A RESULT OF THEIR VIOLATION BY THE RENTER or RENTER'S GUESTS.

SIGNATURE OF RENTER