DUNELAND RENTALS LLC
WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release is applicable to all renters of cottages owned and/or provided by Duneland Rentals, LLC, an Indiana Limited Liability Company*, (hereinafter referred to as "DRLLC") and all, operators, passengers, and users (hereinafter referred to collectively as "USERS") of real and personal property (including but not limited to watercraft, floatation devices, recreation equipment, waterfront and other recreational properties) provided by DRLLC *(For purposes of this Waiver and Release, the term 'DRLLC" includes all owners, employees, agents, representatives, assigns, successors, insurers and subsidiaries of DRLLC.) If any other agreement is used in addition to this Agreement, in conjunction with this Waiver and Release, the provisions of this Waiver and Release shall prevail over any other clauses in the other agreement that are inconsistent with this Waiver and Release. The undersigned agrees that he/she is also signing this Waiver and Release on behalf of undersigned's minor children. The undersigned agrees that prior to any guest or invitee of the undersigned being a USER, the undersigned will disclose to DRLLC, in writing, all potential operators, passengers, and users of said real and personal property and equipment. The undersigned further agrees that in the event that he/she fails to notify DRLLC of all potential operators, passengers, or users of said real and personal property and equipment, he/she will be personally liable and assumes the risk for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of DRLLC.**
Initials: _____ _____ _____

II. EXPRESS ASSUMPTION OF RISK

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

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Waiver and Release, the undersigned agrees that DRLLC shall not be liable for any damages arising from personal injuries 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 operation or use of real and personal property provided by DRLLC. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that DRLLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **DRLLC shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY DRLLC** whether such negligence is present at the signing of this Waiver and Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by DRLLC.
Initials: _____ _____ _____

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless DRLLC for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, guests of the undersigned, 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 DRLLC, **even if such damages arise out of the negligence or fault of DRLLC.**
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 Waiver and Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Waiver and Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may use his/her owned personal property and equipment, but has chosen to operate or use the personal property from DRLLC with the knowledge that signing this Waiver and Release is a requirement for operation and use of the real and personal property of DRLLC. 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 DRLLC for DRLLC's negligence.**
Initials: _____ _____ _____

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

_____	_____	_____
Sign Name Date	Sign Name Date	Sign Name Date
_____	_____	_____
Print Name	Print Name	Print Name