

## Express Assumption of Risk

Buoy No: \_\_\_\_\_ Date: \_\_\_\_\_

Renters Name: \_\_\_\_\_ (Please Print)

Renter's Residence: \_\_\_\_\_ (Physical - Street)

\_\_\_\_\_  
(Mailing)

Renters Telephone # \_\_\_\_\_ (Area Code/Number)

Drivers License # \_\_\_\_\_ (State/Number)

Renter wishes to rent the above buoy owned by \_\_\_\_\_ of

Unit # \_\_\_\_\_ ("Owner") from the above date from \_\_\_\_\_ ("Rental Term")

Boating is a hazardous and inherently dangerous activity of which the Renter is aware. Use of buoys is subject to known hazards such as boats breaking free from the buoy, drowning, hypothermia, personal injury, death, property damage, emotional distress and other hazards associated with boating and use of a buoy, Renter expressly assumes any and all risks associated with the rental of a buoy and boating.

The Owner agrees to insure, defend and hold harmless Pinewild from any liability or claim by the Renter against Pinewild. Pinewild is not Owner's agent, employee or assign and assumes no liability from this rental agreement.

Renter expressly, voluntarily and knowingly acknowledges the risks associated with using a buoy and boating on behalf of the Renter, the Renter's family, guests, invitees or any others using the buoy or boat while rented by Renter. Renter expressly assumes all risks associated with this activity and voluntarily relieves Pinewild and the Owner of any liability, express or implied, from renting the buoy from owner. In the event any action is filed against the Owner or Pinewild, Renter and anyone making a claim for liability that occurred during the Renter's rental term stipulates to immediate dismissal of the action and to pay any attorney's fees and costs incurred in defending such an action. All references herein to Pinewild and Owner include their employees, agents and assigns, or any other acting on their behalf.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_