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 L.R.N. Enterprises, Inc. / dba What's Up Dock. *(For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of L.R.N Enterprises, Inc. / dba What's Up Dock. 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 "Rental Company" all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify "Rental Company" 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 or fault of "Rental Company". **Initials:_____**

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by "Rental Company" 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 or fault of "Rental Company"**. Initials:_____**

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that "Rental Company" 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 rental, operation, or use of equipment provided by "Rental Company". The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that "Rental Company" shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that "Rental Company" shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY "Rental Company" 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 "Rental Company". **Initials:_____**

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless "Rental Company" 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 "Rental Company", even if such damages arise out of the negligence or fault of "Rental Company". **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 warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from "Rental Company" with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. 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 "Rental Company" for "Rental Company's" negligence. **Initials:_____**

READ RELEASE BEFORE SIGNING

_____   _____   _____
RENTER   Date   OPERATOR/PASSENGER   OPERATOR/ PASSENGER

_____   _____   _____

OPERATOR/PASSENGER   OPERATOR/ PASSENGER   OPERATOR/PASSENGER