



## Agreement, Waiver, and Release of Liability for the Use of Maine Float Motorized Floating Picnic Table Watercraft and Related Maine Float Equipment

This is a Motorized Floating Picnic Table and Equipment Use Agreement between THE LAKE HOUSE AT BELLEAU LAKE and the signee, herein called, "USER." This agreement also constitutes a Waiver and Release of Liability, whereby the USER agrees to release, discharge, hold harmless, defend and indemnify The Lake House at Belleau Lake and its employees, subcontractors and agents from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or any other claim which may arise out of use of the Motorized Floating Picnic Table or Equipment, premises or facilities or USER's participation in watersport activities.

By signing this document, USER acknowledges that he/she/they specifically understands he/she/they is releasing, discharging and waiving any claims or actions that he/she/they may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the employees, subcontractors or agents of The Lake House at Belleau Lake. USER also agrees by signing this waiver they will also indemnify The Lake House at Belleau Lake against any claims brought against the company by anyone the USER allows to use or ride on the table.

1. USER shall obey all applicable state, federal, and local regulations, laws, ordinances, and lawful directives from appropriate emergency or law enforcement personnel, while using the motorized floating picnic tables or Equipment. USER is solely responsible for any citation or violation occurring during the use of, or as the result of using, the motorized floating picnic tables or Equipment. USER agrees not to disturb wildlife while using the motorized floating picnic tables or Equipment.
2. USER represents that he/she/they is capable of safely operating and handling the Equipment and finds it in good working order, condition, and repair. USER acknowledges that he/she/they is responsible for transporting all motorized floating picnic tables and Equipment to and from destinations. USER represents that he/she/they has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safety during any use. USER agrees to use all motorized floating picnic tables and Equipment for its designed purpose only.
3. USER shall bear all risk and responsibility of and for any and all damage, loss or theft of the motorized floating picnic tables and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft.
4. RECOGNITION OF RISK: USER expressly acknowledges that activities associated with the use of motorized floating picnic tables and Equipment involves inherent risks of injury to persons and property. USER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. USER acknowledges that he/she/they must provide adequate Safety Equipment (e.g. wearable Personal Floatation Devices/Life Jackets) for all persons using the motorized floating picnic table and Equipment in accordance with local laws. USER understands that use of such Safety Equipment does not remove all risks of injury; nor does it make watercraft activities safe. USER alone has determined the sufficiency of any safety gear or other precautions that USER decides to take in order to minimize the risks of the activity. No party related to The Lake House at Belleau Lake, including employees, subcontractors and agents, has made any representations regarding the safety of, or the risks of, such activities. USER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.
5. RELEASE OF LIABILITY: USER hereby RELEASES The Lake House at Belleau Lake, its employees, subcontractors and agents from liability for negligence and HOLDS HARMLESS The Lake House at Belleau Lake, its employees, subcontractors and agents from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the use of said motorized floating picnic tables or Equipment.

This agreement constitutes the entire agreement between The Lake House at Belleau Lake and USER with regard to the use of motorized floating picnic tables and/or Equipment and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by The Lake House at Belleau Lake to USER, except as contained herein, and The Lake House at Belleau Lake shall not be liable for any loss or injury to USER nor to anyone else, of any kind or however caused. This agreement is one of bailment only and USER is not a The Lake House at Belleau Lake agent while using said motorized floating picnic table(s) or Equipment. The laws of the States of Maine and New Hampshire shall govern this agreement.

**By checking in agreement, USER certifies that he/she/they has read and understands the above and acknowledges and agrees to the terms and conditions as stated.**