BENCHMARK BOAT RENTALS, LLC
WAIVER AND RELEASE OF LIABILITY AGREEMENT—"EXHIBIT C"

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by BENCHMARK BOAT RENTALS, LLC. (For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers, and subsidiaries of BENCHMARK BOAT RENTALS, LLC). The undersigned agrees that he/she is also signing this Release on behalf of the 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 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 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 and/or property loss sustained by the undersigned or any minor children under the undersigned's custody, care and control, as a result of any and all actives related to the rental, operation, or use of equipment provided by Rental Company including but not limited to drowning and other related injuries, collisions with other watercraft or stationary objects, physical contract/collisions with rental equipment itself or the wake created by the same, and injuries or damages stemming from mechanical, design or equipment related failures. 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 any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE 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 child 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 provide by Rental Company, **even if such damages arise out of the negligence 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 also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, **the undersigned warrants that he/she is fully aware that he/she is waving any right he/she may have to bring a legal action to assert a claim against Rental Company of Rental Company's negligence.** **Initials:** _____

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect. **Initials**: _____

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

_____	_____	_____
RENTER	ADDRESS	DATE/TIME
_____	_____	_____
OPERATOR/PASSENGER	OPERATOR/PASSENGER	OPERATOR/PASSENGER

THIS DOCUMENT IS **"EXHIBIT C"** TO THE BOAT RENTAL CONTRACT AND IT IS MATE A PART THEREOF.