

Black Dog Storage & Kayak Rentals, LLC

Exhibit A to Personal Property Rental Agreement and Exhibit B to Storage Agreement
11381 Rend City Road, Benton IL 62812

IN CONSIDERATION of being permitted to utilize the facilities, rental items and or services of the Black Dog Storage & Kayak Rentals, LLC (or for my children to so participate) for any purpose, including, but not limited to use of the facilities rental items or servicers, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has or immediately upon entering or participating will, inspect and carefully consider such premises, facilities and rental items. It is further warranted that such use of any facilities or rental items constitutes an acknowledgement that such premises, rental items and all facilities have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such use or participation by the undersigned and such children. The undersigned is aware of the different types of activities, rental items, facilities, and services offered by Black Dog Storage & Kayak Rentals, LLC and is aware of the risks inherent in the participation in such activities and use of such rental items, facilities, and services.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO USE RENTAL ITEMS, FACILITIES, OR SERVICES THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. **THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, AND DISCHARGES AND COVENANTS NOT TO SUE** the Black Dog Storage & Kayak Rentals, LLC, its managers, members, employees, owners and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or using any rental items or any services.
2. **THE UNDERSIGNED HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage or cost including attorney fees they may, incur due to the presence of the undersigned or such children in, upon, or about the Black Dog Storage & Kayak Rentals, LLC premises or in any way using any facilities or rental items of the Black Dog Storage & Kayak Rentals, LLC whether caused by the negligence of the releasees or otherwise.
3. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the undersigned or such children due to negligence of releasees or otherwise while in, about, or upon the premises of the Black Dog Storage & Kayak Rentals, LLC and/or while using the premises or any facilities or rental items.

THE UNDERSIGNED further expressly agrees that the foregoing **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. This agreement shall be governed and construed by the laws of the State of Illinois.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

* _____ (INITIAL) I have completed the abbreviated safety course provided by Black Dog Storage & Kayak Rentals or have provided a copy of my boat safety education card.

Name of Child: _____ DOB: _____

Name of Child: _____ DOB: _____

Signature of Parent/ Guardian _____ Date: _____

Parent (Print): _____ Witness: _____

Address: _____