

Typhoon Tommy's at Lake Oconee, LLC

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I. DISCLAIMER

YOU MUST BE AT LEAST 21 YEARS OF AGE TO RENT ANY PERSONAL WATERCRAFT. ANYONE UNDER THE AGE OF 21 SHALL NOT OPERATE ANY PERSONAL WATERCRAFT AT ANY TIME. YOU MUST BE AT LEAST 25 YEARS OF AGE TO RENT ANY PONTOON BOAT OR SKI BOAT. ANY ONE UNDER THE AGE OF 25 SHALL NOT OPERATE ANY PONTOON BOAT OR SKI BOAT AT ANY TIME.

This Waiver, Release of Liability and Assumption of Risk Agreement (hereinafter the "Rental Agreement") is applicable to all renters, operators, passengers, and any other users of personal watercraft, pontoon boats, ski boats and boating equipment and accessories (hereinafter collectively the "Watercraft") provided by Typhoon Tommy's at Lake Oconee, LLC, a Georgia limited liability company (hereinafter "Typhoon Tommy's"). For purposes of this Rental Agreement, the term "Typhoon Tommy's" shall include all members, managers, officers, employees, agents, representatives, assigns, successors, insurers and subsidiaries of Typhoon Tommy's. You agree that you are also signing this Rental Agreement on behalf of any minor children for whom you are the parent, guardian, or whom you are otherwise responsible for the care, custody or control. You agree that you will disclose to Typhoon Tommy's all potential renters, operators, passengers and users of the Watercraft. You further agree that in the event that you fail to notify Typhoon Tommy's of all potential renters, operators, passengers or users of such Watercraft, you will be personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the gross negligence of Typhoon Tommy's.

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE RENTAL, OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY, DEATH, DROWNING OR PROPERTY LOSS OR DAMAGE. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN SUCH ACTIVITIES. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT INCLUDING THOSE ACTIVITIES I FEEL UNCOMFORTABLE WITH OR WHICH I DETERMINE CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF TYPHOON TOMMY'S, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION AND USE OF THE WATERCRAFT.

III. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS TYPHOON TOMMY'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATIONS OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF TYPHOON TOMMY'S OR OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF TYPHOON TOMMY'S TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN ME ON THE OPERATION OF THE WATERCRAFT. AS PART OF THE CONSIDERATION FOR USING THE WATERCRAFT, I PROMISE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST TYPHOON TOMMY'S FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL, OPERATION AND USAGE OF THE WATERCRAFT. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE TYPHOON TOMMY'S FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS TYPHOON TOMMY'S FOR ALL PERSONAL INJURIES, DEATHS, PROPERTY LOSS OR DAMAGE, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT, SWIMMERS AND MINOR CHILDREN UNDER MY CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO MY RENTAL, OPERATION, OR USE OF WATERCRAFT PROVIDED BY TYPHOON TOMMY'S, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF TYPHOON TOMMY'S.

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the Watercraft from Typhoon Tommy's. I am capable in all aspects of the handling and operation of such Watercraft and following all safety instructions provided by Typhoon Tommy's. I agree not to use, nor permit the use of the Watercraft (a) for any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; (d) in violation of the safety instructions I received from Typhoon Tommy's; or (e) in violation of the Rental Policy and Operation Procedures attached hereto.

I expressly agree that Typhoon Tommy's shall not be liable for any loss or damage to any personal property left, stored or transported by me in or upon the Watercraft.

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party except as recited herein.

If any provision or part of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party to this Rental Agreement.

This Rental Agreement shall be governed by and construed under the laws of the State of Georgia. In the event Typhoon Tommy's prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Typhoon Tommy's for its litigation expenses, including without limitation, reasonable attorneys fees and court costs.

I acknowledge and agree that Typhoon Tommy's is not affiliated with Seed Orchard, LLC, The Golf Club at Cuscowilla, LLC or any other subsidiaries or affiliates of those entities and that this Rental Agreement is a contract solely between Typhoon Tommy's and me.

I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS RENTAL AGREEMENT I HAVE FULLY INFORMED MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THIS RENTAL AGREEMENT, AND THAT I HAVE RELIED SOLELY ON MY OWN JUDGMENT IN EXECUTING THIS RENTAL AGREEMENT.

I HAVE READ THE TERMS OF THIS RENTAL AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE AND COVENANT NOT TO SUE, AND INDEMNITY, AND I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF TYPHOON TOMMY'S WATERCRAFT. I ENTER INTO THIS RENTAL AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

CAUTION!!! READ THE ENTIRE THREE PAGES OF THIS RENTAL AGREEMENT BEFORE SIGNING. THIS RENTAL AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL OF YOUR CLAIMS AGAINST TYPHOON TOMMY'S

Signature below indicates that you have read this entire Rental Agreement and agree to its terms and conditions.

Please select rental Watercraft: Personal Watercraft Pontoon Boat Ski Boat

Name:	
Address:	
City, State, Zip:	
Telephone Number:	
Driver's License Number:	
Cardholder Name:	
Credit Card Number / Type:	
Security Code:	
Expiration Date:	
Charge Amount:	
Email Address:	
Departure Time:	
Return Time:	

Signature _____ **Date** _____

Typhoon Tommy's at Lake Oconee, LLC

RENTAL POLICY & OPERATIONAL PROCEDURES

- Typhoon Tommy's at Lake Oconee, LLC (hereinafter "Typhoon Tommy's") may refuse, at its sole discretion, to rent to persons Typhoon Tommy's feels are not qualified to operate the Personal Watercraft, Pontoon Boats or Ski Boats.
- Operation of the Personal Watercraft, Pontoon Boats & Ski Boats is not allowed after daylight hours. The liability insurance of Typhoon Tommy's specifically excludes liability coverage one half hour prior to dusk and one half hour after dawn.
- Renter & passengers must know how to swim and agree to wear a life vest at all times during rental and use on the Personal Watercraft.
- Maximum occupancy is (3) passengers per Personal Watercraft (8) passengers per Bennington Pontoon Boat, (8) passengers per Ski Boat & (12) passengers per Aqua Patio Pontoon Boat.
- All children under the age of 10 must wear a life vest at all times during rental or any use on the Pontoon Boat and the Ski Boat (required by Georgia Boating Law).
- No pets are allowed on any of the Watercraft at any time.
- Life vests are provided by Typhoon Tommy's at no charge. A \$50.00 fee will be charged for each life vest which is not returned to Typhoon Tommy's.
- Typhoon Tommy's accepts Cash, Visa, MasterCard, Discover and Debit Cards.
- A \$100.00 credit card security deposit is required for all Personal Watercraft, Pontoon Boat & Ski Boat rentals. In the event any damages are sustained by the Watercraft during my rental, the deposit shall be applied toward the costs of compensating Typhoon Tommy's for the repairs and damages to the Watercraft.
- I agree to return the Watercraft to the location from which the Watercraft was rented at the conclusion of the rental period. Late returns of Watercraft will be charged \$25.00 for every 15 minutes past agreed rental return time.
- Rental rates do not include fuel charges. A full tank of fuel is provided upon rental departure by Typhoon Tommy's. The Renter is responsible for returning all rental watercraft with a full tank of fuel at the conclusion of the rental period.
- In the event a rental watercraft is returned earlier than the specified rental time, no refunds will be issued.
- **Personal Watercraft (Renter and all Operators must be at least 21 years of Age)**
 - No racing or contests allowed
 - No water splashing allowed
 - No water tubing allowed - Any violation will result in an automatic \$500.00 fine by Typhoon Tommy's
 - (NO EXCEPTIONS)
- **Pontoon Boat (Renter and all Operators must be at least 25 years of Age)**
 - No water skiing allowed
 - No wake boarding allowed
 - No knee boarding allowed
 - No fishing allowed
- **Ski Boat (Renter and all Operators must be at least 25 years of Age)**
 - Water skiing & tubing allowed except as otherwise determined by Typhoon Tommy's in its sole discretion.

PHYSICAL DAMAGES – CAUTION!! READ BEFORE SIGNING

I hereby agree not to start or operate the Watercraft in less than 3 feet of water at any time. I also agree not to operate the Watercraft within 100 feet of the lake shoreline at any time. Failing to abide by these restrictions will result in damages to the Personal Watercraft impellar and Pontoon or Ski Boat propeller. I also agree not to run the Watercraft at full throttle during the rental time. By my signature below, I agree to pay for any and all repair costs and other physical damages that may occur to the Watercraft during my rental, operation or other use of the Watercraft from any cause whatsoever. In the event of any damages to the Watercraft in excess of my security deposit, I hereby authorize Typhoon Tommy's to charge the amount of such excess damages on my credit card listed on page 2 of the Rental Agreement.

Signature _____

Date _____