

## 10326 Ash River Trail • Orr, Minnesota 55771 • (218) 374-3571

## Release of Claims/Indemnity for Personal Injury and Property Damage

I understand that serious accidents and substantial property damage can occur during the use of a houseboat vessel and that individuals occasionally sustain serious personal injury or die as a consequence thereof. I further recognize that passengers as well as operators are at risk.

In consideration of the acceptance of my request to rent a houseboat vessel and perhaps auxiliary boats from Ebel's Voyageur Houseboats, Inc., Ash River Trail, St. Louis County, Minnesota, I hereby waive, release and discharge any and all claims for damages for personal injury, including death, or for property damage which I may have or which may subsequently accrue to me as a result of my rental of such vessel. This release is intended to discharge in advance Ebel's Voyageur Houseboats, Inc., its owners, directors, officers and employees from and against any and all liability arising out of or connected in any way with my use and rental of such houseboat vessel even though that liability may arise out of the partial negligence or carelessness on the part of Ebel's Voyageur Houseboats, Inc., its owners, officers and employees.

I hereby agree to assume all risks associated with my use and rental of the houseboat vessel as an operator or passenger. I further agree to indemnify and hold harmless Ebel's Voyageur Houseboats, Inc., its owners, directors, officers and employees against and from any and all claims, including costs, expenses and reasonable attorney's fees, by or on behalf of any person or persons for personal injury, including death or property damage arising out of any act or occurrence committed or happening during the period when such houseboat vessel has been let to myself by Ebel's Voyageur Houseboats, Inc.

I agree that this waiver, release and indemnity agreement is binding upon my heirs and assigns.

I agree to accept and abide by any rules and regulations provided to me by Ebel's Voyageur Houseboats, Inc., its owners, directors, officers and employees.

I have read and received a copy of this Release/Indemnity Agreement and represent that I understood the terms of this Agreement.

By execution of this Release/Indemnity Agreement, I acknowledge and agree that this waiver applies to all persons who may operate or be passengers on the houseboat vessel during the period I let the same from Ebel's Voyageur Houseboats, Inc., including all minors, whether they be my children or children otherwise on the vessel.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

EBEL'S VOYAGEUR HOUSEBOATS

Owner\_

(An Officer)

Charterer\_\_\_