

Captain Mike Fink's Marina
Waiver of Liability

I UNDERSTAND THAT THERE ARE INHERENT RISKS WITH BOATING, ETC. including but not limited to equipment failures, perils of the waters, acts of other participants, & adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS.

I UNDERSTAND I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY & AGREE TO DO SO.

I assert that I and/or my minor children are physically fit to ride on a boat and I will not hold the vessel's owner, Redbud Development LLC, Captain Mike Fink's Marina or their employees, agents, boat driver or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while onboard the boat or otherwise participating in the trip.

I fully understand that the vessel has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by phone or radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

Marina and vessel have made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold Redbud Development LLC, Captain Mike Fink's Marina, their crew or passengers responsible for their actions in attempting the performance of rescue or first aid.

I agree to forever discharge and release Redbud Development LLC, Captain Mike Fink's Marina, their crew or passengers, it's employees and agents, the owner(s) of COMPANY, and affiliates, from any and all responsibility or liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise as a result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of participation in any activities with or involving the released parties.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

DATE: _____ TIME: _____

Parent Or Guardian To Sign For Minor Children

- | | |
|----------|-----------|
| 1) _____ | 8) _____ |
| 2) _____ | 9) _____ |
| 3) _____ | 10) _____ |
| 4) _____ | 11) _____ |
| 5) _____ | 12) _____ |
| 6) _____ | 13) _____ |
| 7) _____ | 14) _____ |

Captain Mike Fink's Marina
Damage Agreement

Customer agrees to pay any and all fuel, damage and late fees immediately upon return to the marina.

_____ agrees to pay any and all damages incurred and approve said damages to be charged to credit card listed above. I also agree to pay rental agency attorney fees and court costs in the event rental agency is forced to take this matter to court.

Customer Signature

Date

Damage description and Charges:

_____ Missouri State Boater Safety Course completion is required for persons born after Jan 1, 1984. If you elect to rent and do not have this you may receive a ticket from water patrol and also may be ordered by them to return to the dock and end your cruise early.

THERE ARE NO REFUNDS FOR EARLY RETURNS FOR ANY REASON.