

EQUIPMENT RENTAL AGREEMENT & WAIVER
Coconut Cove RV Resort

Name: _____

Equipment Rented: _____

Date of Rental: _____

Agreed Return Time: _____

Liability Release, Waiver of Claims, and Assumption of Risk Agreement Coconut Cove RV Resort — Hazel Green, Wisconsin

In consideration of being permitted to enter the premises of Coconut Cove RV Resort ("the Resort") and to participate in activities, events, and the use of equipment offered, rented, or loaned by the Resort, I, the undersigned guest, acknowledge and agree as follows:

1. Eligibility. I certify that I am at least eighteen (18) years of age and am legally competent to sign this Agreement on behalf of myself and any minor children in my care or custody during my stay.

2. Acknowledgment of Inherent Risks. I understand that participation in recreational activities at the Resort — including but not limited to use of the swimming pool, watercraft, bicycles, golf carts, sporting equipment, fire pits, playgrounds, and any other equipment or facility provided — involves inherent risks, including the risk of bodily injury, illness, property damage, and in extreme cases, death. I voluntarily accept and assume all such risks, whether known or unknown, foreseen or unforeseen.

3. Assumption of Responsibility. I assume full responsibility for my own safety and conduct, the safety and conduct of all minors in my charge, and any guest or invitee I bring onto the property. I represent that I and any participants in my party are in adequate physical condition to engage in the activities undertaken.

4. Equipment Use. I assume full responsibility for any equipment rented, hired, or loaned to me by the Resort. I will use such equipment in accordance with all posted rules, verbal instructions, and manufacturer guidelines. I agree to return all equipment in the condition in which it was received, normal wear excepted, and to reimburse the Resort for any loss, damage, or theft occurring during the period of my use, operation, or possession.

5. Release and Waiver of Claims. To the fullest extent permitted by Wisconsin law, I hereby release, waive, and forever discharge Coconut Cove RV Resort, its owners, managers (including Advanced Outdoor Management), employees, agents, and affiliates (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, costs, and expenses — including reasonable attorneys' fees — arising out of or related to my presence on the property, my use of any equipment, or my participation in any activity or event, whether caused by the negligence of the Released Parties or otherwise.

6. Indemnification. I agree to indemnify and hold harmless the Released Parties from any claim brought by me, by any member of my party, or by any third party, arising out of or related to my acts, omissions, or use of the Resort's facilities, equipment, or services.

7. Minor Children. I acknowledge that I am the parent or legal guardian (or have written authority from the parent or legal guardian) of each minor in my charge at the Resort. I accept full responsibility for the supervision, conduct, and safety of those minors at all times, including during their use of any facility or equipment.

8. Medical Treatment. In the event of injury or illness, I authorize the Resort and its staff to summon emergency medical assistance on my behalf or on behalf of any minor in my care, and I accept financial responsibility for any such treatment.

9. Governing Law and Severability. This Agreement is governed by the laws of the State of Wisconsin. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

10. Acknowledgment. I have read this Agreement in its entirety. I understand that I am giving up substantial rights, including the right to sue. I sign it freely and voluntarily, without any inducement or assurance of any kind, and intend it to be a complete and unconditional release of all liability to the greatest extent permitted by law.

I have read and understand the rules and rental conditions governing my accommodations and any equipment I rent. I accept sole responsibility for my own safety and the safety of everyone in my party.

I acknowledge that outdoor and water activities — and exposure to natural elements, wildlife, and insects — carry inherent risks that can result in injury, illness, or death. These risks include, but are not limited to:

- Drowning, slips, falls, and other injuries at or near water facilities
- Bites, stings, and infections from animals and insects
- Hypothermia, heat exhaustion, sunburn, and dehydration from exposure to the elements
- Other hazards inherent to camping, outdoor, and water recreation

Alcohol and drugs are strictly prohibited during any outdoor activity or use of rented equipment.

I agree to the following rental conditions:

I. Care of Property. Any property I rent will be returned in the same condition in which it was received. I am responsible for all damage, loss, or theft occurring during my rental period.

II. Indemnification. I agree to hold harmless and indemnify Coconut Cove RV Resort, Advanced Outdoor Management, and their owners, managers, employees, and agents against all loss, damage, expense, and penalty arising from personal injury or property damage to me, to anyone in my party, or to any minor child in my charge — whether caused by the acts, omissions, or animals of the Resort, or otherwise.

III. Limitation of Liability. I acknowledge receipt of all rented or loaned property in good working order. Coconut Cove RV Resort, Advanced Outdoor Management, and their owners, managers, employees, and agents shall not be liable for consequential damages of any kind, from any cause, arising from rented or loaned property.

IV. Assumption of Risk. I enter into this agreement freely and voluntarily, at my own risk, and assume full responsibility for myself and any minor children in my charge.

V. Compliance with Law. I agree to comply with all applicable federal, state, and local laws and regulations, including those governing pollution and environmental protection.

Signature: _____ **Phone #:** _____

Address (or site #): _____

Additional participants utilizing rental equipment under your care and permission:

Name: _____ **Age:** _____

Name: _____ **Age:** _____

Name: _____ **Age:** _____

Name: _____ **Age:** _____

Name: _____ **Age:** _____