

# Onwards & Upwards CEF

425 Glengary  
WL MI 48390  
[Cell 248-245-4500]



## Barge Rental Agreement

---

Onwards & Upwards CEF (On&Up) agrees to rent its fireworks barge to:

\_\_\_\_\_ (Renter's name)

for use at the following location: \_\_\_\_\_

Dates: \_\_\_\_\_

Renter agrees to pay \$500 to On&Up prior to the delivery of the barge and agrees to abide by all the rules set out in the On&Up barge usage manual, which is attached. In addition, the renter agrees to read and sign the Renter/Participant Agreement, Release and Assumption of Risk form on the next page.

On&Up would also appreciate flexibility on the part of the renter when it comes to the schedule for removing the barge after the rental period. Moving of the barge must be done by On&Up personnel and can only be done when the weather is calm and during the no-wake hours on Wolverine Lake. We will work with you as much as possible on these scheduling issues and, again, appreciate your cooperation!

Please feel free to contact us if you have any questions about this form or during the rental period.

John "J.R." Blankenship  
jrb1@comcast.net  
Cell: (734) 564-6950

Colin Sandbach  
Colin.Sandbach@gmail.com  
Cell: (219) 775-0499

Monique Magee  
Monique.Magee@gmail.com  
Cell: (248) 245-4500

# Renter/Participant Agreement, Release and Assumption of Risk

In consideration of the services provided by Onwards & Upwards CEF, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as On&Up), I hereby agree to release, indemnify, and discharge On&Up, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation renting the On&Up barge, in boating and water activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; collision with fixed or movable objects, vehicles, or other watercraft; accidental drowning; water craft are slippery when wet and accidents can occur getting in or out; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, and large waves; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; and Traveling to and from activity locations raises the possibility of any manner of transportation accidents.

Furthermore, On&Up board members and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless On&Up from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of On&Up's equipment or facilities, including any such claims which allege negligent acts or omissions of On&Up.
4. Should On&Up or anyone acting on their behalf be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against On&Up, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of laws principles thereof. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against On&Up on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print name: \_\_\_\_\_ I am over 18 years of age YES / NO

Phone # \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# On&Up BARGE MANUEL AND GENERAL SAFTEY RULES

## General Use

1. Once anchored, the barge cannot be moved by anyone except On&Up CEF members.
2. **Items may only be affixed to the top of the barge using screws no more than two (2) inches long.** Screws that meet these guidelines are provided with every rental, with additional screws available upon request.
3. Additional watercraft may be tied to the barge using the cleats provided.
4. No part of the barge may be disassembled by anyone except On&Up CEF members.
5. Any damage to the barge will be paid for by renter, up to total cost of material for repairs.
6. **Any incidents of personal injury, of any severity, **must** be reported to one of the On&Up points-of-contact listed below within 12 hours of the incident occurring.**

## General Prohibitions

**The following items are not permitted on the barge at any time.** Evidence of barge misuse may affect the renter's ability to rent the barge in the future.

1. Open flames (fire pits, grills, tiki torches, fireworks/pyrotechnics, etc.)
2. Motor vehicles (golf carts, powered ride-ons, etc.)
3. Cooking equipment (*exception*: bartending equipment)
4. Projectile toys (dart guns, etc.)

The point-of-contact may give a final decision for a renter if there are questions on prohibited items.

## Points-of-Contact

John "J.R." Blankenship  
jrb1@comcast.net  
Cell: (734) 564-6950

Colin Sandbach  
Colin.Sandbach@gmail.com  
Cell: (219) 775-0499

Monique Magee  
Monique.Magee@gmail.com  
Cell: (248) 245-4500