



WAIVER AND RELEASE FROM LIABILITY

Name \_\_\_\_\_

Address \_\_\_\_\_

The term "Equipment" refers to kayak, paddle, life vest, safety whistle, and if also rented, waterproof container, kayak car carrier.

The term "Releasor" refers to the name above.

The term "Releasees" refers to Middle Creek Kayak Rentals LLC, its owners, managers, family, employees, volunteers, insurers and any other participants, individual and collective.

In consideration of being permitted to rent equipment from Middle Creek Kayak Rentals LLC, Releasor hereby:

- Acknowledges that Releasor is at least 18 years old or Releasor's parent or legal guardian has joined this Waiver and Release from Liability and are included as "Releasor." **I am 18 or older.**
- Agrees to carefully inspect all rented Equipment prior to transport and/or use. Releasor agrees that all rented Equipment is in good working order and free from defects of any kind or nature. If Releasor believes anything is unsafe about the Equipment, Releasor agrees to immediately notify Middle Creek Kayak Rentals LLC of such condition and agrees to refuse to use such Equipment. **RELEASOR WILL WEAR PFD AT ALL TIMES IN KAYAK. I will inspect, notify, refuse and wear PFD always.**
- Agrees to promptly return all rented Equipment after use and further agrees to pay for any loss or damage to the equipment. Releasor agrees to be responsible for all costs to collect recovery for such loss or damage incurred by Releasees, including but not limited to, reasonable attorney's fees and court costs. **I am responsible for damages.**
- Acknowledges, agrees, and fully understands that Releasor will be engaging in activities that involve risk of serious injury, including, but not limited to, permanent disability, death, and property damage, as well as severe social and economic losses which might result not only from his/her own actions, inactions, and negligence, but also result from the actions, inactions or negligence of third parties. Further, Releasor acknowledges, agrees, and fully understands that there may be other risks not known to Releasees or not reasonably foreseeable at this time. **I understand I could get injured or die.**
- Assumes all the foregoing risks and accepts personal responsibility for any and all damages following such injury, permanent disability, death, or property damage by voluntarily renting said equipment with full knowledge of the risks involved. Releasor hereby agrees to assume full responsibility for his/her own safety, health, and well-being while the Equipment is rented. Releasor recognizes there is an inherent danger in the use of kayaks. **I accept the risk anyways.**
- Releases, waives, discharges, holds harmless, and covenants not to sue the Releasees from any and all claims, demands, losses, or damages on account of injury, including, but not limited to, injury, illness/death due to coronavirus or other contagious diseases, permanent disability, death, or damage to property caused or alleged to be caused, in whole or in part, by the actions, inactions, or negligence of Releasees, or otherwise related to Releasor's Equipment rental. **I will not sue.**
- Agrees that this Waiver and Release from Liability shall be binding on and shall take effect to the benefit of his/her heirs, guardians, personal representatives, and legal representatives. **This document is binding.**

I HAVE **CAREFULLY READ** THIS WAIVER AND RELEASE FROM LIABILITY, **FULLY UNDERSTAND ITS CONTENTS** AND UNDERSTAND THAT I **HAVE GIVEN UP SUBSTANTIAL RIGHTS** BY SIGNING IT. I SIGN IT, INTENDING TO BE LEGALLY BOUND, KNOWINGLY, INTELLIGENTLY, AND OF MY OWN FREE WILL.

Signed \_\_\_\_\_ Date \_\_\_\_\_

One parent or legal guardian may sign for no more than 2 minors:

Minors Name: \_\_\_\_\_ Age: \_\_\_\_\_

Minors Name: \_\_\_\_\_ Age: \_\_\_\_\_