

Mutt E Waters Rentals LLC

I. **DISCLAIMER** This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Mutt E. Waters Rentals LLC. *(For purposes of this Waiver and Release, the term “ Mutt E. Waters Rentals LLC.” includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Mutt E. Waters Rentals LLC). If any other rental agreement is used in addition to, or in conjunction with, this Release, the provisions of this Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned minor children. Renter agrees that he/she will disclose to Mutt E. Waters Rentals LLC. all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event he/she fails to notify Mutt E. Waters Rentals LLC. of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals or the equipment for which they have used.

II. **EXPRESS ASSUMPTION OF RISK** The undersigned hereby agrees that he/she is renting, operating, or using the equipment provided by Mutt E. Waters Rentals LLC. at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of negligence or fault of Mutt E. Waters Rentals LLC. Potential risks include but are not limited to: drowning, moving water situations (ie: any and all rapids, waterfalls, river currents etc.), wildfire (ie: forest fire etc.), lightning (on water or on land.), wind (on water or on land.) domestic fire (ie: stoves campfires etc.), hypothermia or absence of medical assistance (ie: lack of quick response medical help and or difficulty with emergency evacuation, etc.), falling objects (ie: rocks, trees, tree branches, & limbs etc.), trip/slip hazards (in camp, on portages, hiking etc.), wildlife & plants (ie: scratching or biting animals, poisonous plants etc.) The undersigned also understands that there are unknown risks which cannot be anticipated, and that he/she cannot be informed about all the potential risks and dangers inherent to wilderness kayaking canoeing and camping. The wilderness area is a constantly changing environment.

III. **WAIVER RELEASE OF LIABILITY** By the execution of this Release, the undersigned agrees that Mutt E. Waters Rentals LLC. shall not be liable for any damages arising from the personal injuries sustained by the undersigned or any minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Mutt E. Waters Rentals LLC. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Mutt E. Waters Rentals LLC. shall not be liable for any loss or theft of personal property.

IV. **LIABILITY TO THIRD PARTIES** The undersigned hereby agrees that he/she will indemnify and hold harmless Mutt E. Waters Rentals LLC. for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators, and passengers of other watercraft and minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Mutt E. Waters Rentals LLC., even if such damages arise out of negligence or fault of Mutt E. Waters Rentals LLC.

V. **DAMAGE DEPOSIT** Mutt E. Waters Rentals will not collect a damage deposit. Upon return, a Mutt E. Waters Rentals LLC. representative will inspect the equipment for damage. If damage occurs, renter agrees he/she is fully responsible for the remainder of the costs to repair or replace the watercraft to the same condition as the time the rental agreement was started. The renter also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jacket, paddles, camping equipment or any other items, if these items are in any way lost stolen or misplaced during the rental period. If any damage occurs, Mutt E. Waters Rentals LLC. will provide an itemized repair/replacement bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft and or equipment is once again available for rental.) The itemized repair bill, including lost rental time, and reasonable attorney’s fees must be paid in full upon renter’s receipt of the bill.

VI. **CONDITION OF BOAT/EQUIPMENT UPON RETURN** The renter shall return boat/equipment to the specified location clean and free of garbage and debris, in the same condition in which the boat/equipment was rented with ordinary wear and tear being acceptable.

VII. **ACKNOWLEDGEMENT OF WAIVER AND RELEASE** The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Mutt E. Waters Rentals LLC. with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring legal action to assert a claim against Mutt E. Waters Rentals LLC. for Mutt E. Waters Rentals LLC. negligence. ****READ RELEASE BEFORE SIGNING**** Submitting this form constitutes a signing of the agreement by which you agree to abide by the paragraphs above.

Agreed upon on this day

Signature indicates acknowledgement of terms and conditions of Rental agreement.....

Parent or legal guardian if under 18.....