RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR BOAT(S) RENTAL AND ACTIVITIES AGREEMENT

Release of Liability-

In consideration of being allowed to rent and operate the boat(s) and participate in boat activities, I, the undersigned Renter, on behalf of myself and my heirs, executors, administrators, and assigns, hereby release and hold harmless: Early Bird Boat Rentals Ltd., and its affiliates from and against all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including attorney's fees) arising from or related, including but not limited to:

1. Any damage or loss to the boat(s), equipment, or property caused by my negligence, recklessness, or willful misconduct.
2. Any injury or death to me or any other person on board the boat(s) caused by my negligence, recklessness, or willful misconduct.
3. Any violation of applicable laws, regulations, or rules by Early Bird Boat Rentals Ltd.
4. Any damage or loss caused by factors beyond their control, including but not limited to: Weather conditions, Sea state, Currents, or other boats or watercrafts.
5. Any other claim, demand, or action arising from or related to my use of the boat(s) or participation in any water activities.
6. Wildlife

Risks-

I acknowledge that I, the undersigned Renter, on behalf of myself and my heirs, am aware of the risks associated with renting and operating the boat(s) and participating in the activities, including but not limited to:

1. Drowning or near-drowning.
2. Severe injury, disability, or even death.
3. Collisions with other boats, tubes, objects, or people.
4. Falls from the boat(s), tubes, skis, boards, etc.
5. Entanglement in ropes or other equipment.
6. Exposure to extreme weather conditions.
7. Overexertion or fatigue.

Despite these risks, I voluntarily choose to participate in boat and tubing activities and assume all risks associated with them.

Medical Certification-

 I certify that I am physically fit and capable of participating in the boat trip/operator's activities. I acknowledge that it is my sole responsibility to ensure my own physical and medical well-being.

Emergency Medical Treatment-

In the event of an emergency, I grant permission to Early Bird Boat Rentals Ltd., to provide or seek emergency medical treatment on behalf of myself and my heirs. I also consent to the contacting of my emergency contact(s), if provided.

Emergency Contacts-

 Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Governing Law-

This waiver and release of liability shall be governed by and construed in accordance with the laws of Pueblo, Colorado.

Any possible boat operators:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID State\_\_\_\_\_\_ ID #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID State\_\_\_\_\_\_ ID #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID State\_\_\_\_\_\_ ID #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID State\_\_\_\_\_\_ ID #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Printed Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

The Renter's indemnification obligations shall survive the termination of this Agreement.