**Toys Services & Upholstery INC.**

**2147 Constitution Blvd.**

**West Valley City, UT 84119.**

**WAVERUNNER**

**WAIVER AND RELEASE OF LIABILITY AGREEMENT.**

**I. DISCLAIMER**

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Toys Services & upholstery INC. (For purposes of this Waiver and Release, the term “Toys Services & upholstery INC.” includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Toys Services & upholstery INC.). The undersigned agrees that he/she is also signing this Release on behalf of undersigned’s minor children. The undersigned is responsible for any other passengers or operators of equipment such as waverunners rented from Toys Services & Upholstery Inc. Renter agrees that he/she will disclose to Toys Services & upholstery INC. all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Toys Services & upholstery INC. of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence of Toys Services & upholstery INC.

**Initials: X\_\_\_\_\_\_\_\_**

**II. EXPRESS ASSUMPTION OF RISK**

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by The Toys Services & upholstery INC. 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 the negligence of Toys Services & upholstery INC.

 **Initials: X\_\_\_\_\_\_\_**

**III. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned agrees that Toys Services & upholstery INC. shall not be liable for any damages arising from personal injuries and/or property loss 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 Toys Services & upholstery INC. including but not limited to other related injuries, collisions with other craft or stationary objects, physical contact/collisions with the rental equipment itself and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Toys Services & upholstery INC. shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Toys Services & upholstery INC. shall not be responsible for any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE BY Toys Services & upholstery INC., whether such negligence is present at the signing of this Release or takes place in the future.

**Initials: X \_\_\_\_\_\_\_**

**IV. LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees that he/she will indemnify and hold harmless Toys Services & upholstery INC. 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 waverunners 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 Toys Services & upholstery INC., even if such damages arise out of the negligence of Toys Services & upholstery Inc, he/she is waiving any right he/she may have to bring a legal action to assert a claim against Toys Services & upholstery INC. for Toys Services & upholstery INC. negligence.

**Initials: X \_\_\_\_\_\_\_\_**

**V.** I declare to assuming the responsibility resulting in the use of the trails in accordance with the by-laws on a waverunner. I declare being well informed of the risks involved by the presence of branches, rocks and soil in the trails well as all risks associated with the maintenance and the signs in the trails. Consequently, I declare renouncing all claims or recourses that I might pretend for any damages of any nature resulting from the use of the trails. I am KNOWINGLY participating in the activities and I ACCEPT the INHERENT RISKS. . I AM AWARE that the activity in which I am about to participate is dangerous and the possibility of injury, loss, trauma, or death exists. Risks include, but are not limited to, a fall or other movement (sprain, fracture etc.); injury due to a blunt or sharp object (branches, equipment, etc.); cold, hypothermia; injury resulting from accidental contact or other contact between individuals or any form of wildlife.

**Initials: X \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*\*\*READ RELEASE BEFORE SIGNING\*\*\***

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

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