

Moab Watersport Rentals LLC
(DBA Moab Watersports & Gear Rentals)

ASSUMPTION OF RISK WAIVER AND RELEASE AGREEMENT

ALL MEMBERS OF YOUR PARTY MUST SIGN THAT THEY UNDERSTAND AND AGREE TO THE FOLLOWING:

Reservation Name: _____ Trip Date: ____ \ ____ \ ____ Reservation #: _____

The following agreement is made in consideration for rental of Moab Watersports & Gear Rentals Kayak(s), Stand Up Paddleboard(s), Hiking, Backpacking, Camping and/or Water Trampoline and Water Bouncer equipment.

Assumption of Risk: I understand and accept that kayaking, paddle boarding, hiking, backpacking, camping and participating in using the water trampoline and/or water bouncer exposes me to many hazards, and participating in outdoor activities entails unavoidable risks including but not limited to: slips and falls, sunburn, dehydration, hypothermia, drowning, cuts and bruises, death and loss or damage to property. I also understand I should be in good physical health to participate in outdoor activities. I choose to participate in these activities in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of damage to property arising out of my participation in such activities. I fully understand that I will be participating in outdoor activities at my own risk.

Waiver and Release: In consideration of Moab Watersport Rentals LLC (hereinafter referred to as Moab Watersports & Gear Rentals) furnishing services and equipment to help me make this trip, I specifically release and forever discharge Moab Watersports & Gear Rentals and its officers, agents, and employees from any and all liability or claims for any injury or damage to myself or my property sustained in connection with my outdoor activities, including, but not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Moab Watersports & Gear Rentals or its officers, agents or employees. It is my intent by signing this Waiver and Release to release Moab Watersports & Gear Rentals and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Moab Watersports & Gear Rentals or whether based upon breach of contract, breach of warranty or any other legal theory.

I understand that I am renting outdoor equipment for my personal use. No Moab Watersports & Gear Rentals guide will be participating in my activities to help me if I have a problem. If I am unwilling to assume these risks and other risks described in this form, Moab Watersports & Gear Rentals will give me a full refund.

I understand that weather conditions and water conditions may present hazards. I take responsibility for researching and knowing water levels and weather conditions prior to taking part in outdoor activities. I take responsibility for having the proper equipment and adequate experience for the weather or water conditions I may encounter.

I understand that if I have any questions or concerns before going on this trip, I can ask a Moab Watersports & Gear Rentals staff member for help.

I understand that a properly rated personal flotation device for my selected water activity that is sized, adjusted, and buckled is critical to my safety. I will wear it at all times while on the water. If I am unsure of fit, I will ask Moab Watersports & Gear Rentals staff for help prior to engaging in the selected water activity.

I understand the risks involved in transporting rented equipment to and from Moab Watersports & Gear Rentals premises. I accept any and all risks of injury and damage to rented equipment, to property belonging to myself and others personally, which risks are related to transporting rented equipment.

I confirm that I have fully and honestly provided information about my abilities and experience with similar activities and equipment, and I have revealed any known health or physical limitations that may impact my ability to participate safely in the planned outdoor activities. It is my intention to specifically release Moab Watersports & Gear Rentals and its officers, agents, and employees from any liability for the failure to accurately evaluate my ability to participate in the activity.

The activity associated with this Rental Agreement is kayaking, paddle boarding, hiking, backpacking, camping and participating in using the water trampoline and/or water bouncer. I understand that the Release of Liability is intended to cover the above activity, as well as transportation to and from the activity. I understand that if the rental equipment is used for any other purpose than the specified activity that I will be responsible for all injury or damage to myself, other persons and property including the rented equipment.

I understand that the rental equipment may malfunction, break or become inoperable. I understand that these are inherent risks of my activity and assume all risk of injury or damage arising from equipment malfunction.

The venue of any dispute that may arise out of this agreement or otherwise to which Moab Watersports & Gear Rentals or its agents is a party shall be Grand County, Moab, Utah.

OVER FOR SIGNATURE OF ACCEPTANCE AND PARENT/GUARDIAN INDEMNIFICATION

I HAVE READ THIS RELEASE OF RESPONSIBILITY AND ACKNOWLEDGEMENT OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT THIS AGREEMENT AND MY QUESTIONS HAVE BEEN FULLY ANSWERED. I UNDERSTAND THAT IF I DISAGREE WITH THE TERMS OF THIS AGREEMENT I HAVE THE OPTION NOT TO PARTICIPATE IN THE ACTIVITY. WITH FULL UNDERSTANDING OF THIS AGREEMENT, I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

NAMES OF ADULT PARTICIPANTS (age 18 or over):

1) _____
Name (PLEASE PRINT) Home Address City/State/Zip Country

Signature Email Address

2) _____
Name (PLEASE PRINT) Home Address City/State/Zip Country

Signature Email Address

3) _____
Name (PLEASE PRINT) Home Address City/State/Zip Country

Signature Email Address

4) _____
Name (PLEASE PRINT) Home Address City/State/Zip Country

Signature Email Address

Moab Watersport Rentals LLC
PARENT(S) OR GUARDIAN(S) ADDITIONAL INDEMNIFICATION (Must
be completed for participants under the age of 18)

IN CONSIDERATION OF THE MINOR CHILDREN LISTED BELOW being permitted by Moab Watersport Rentals LLC (the COMPANY) to participate in activities and to use equipment and facilities, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the COMPANY FROM ANY AND ALL CLAIMS which are brought by, or on behalf of the Minor(s), and which are in any way connected with the participation of the child or children listed below in the activity while using Moab Watersports & Gear Rentals rental equipment.

By my signature below, I confirm that I am the parent or legal guardian of the listed child or children who will participate in the activity while using Moab Watersports & Gear Rentals rental equipment. I sign this Agreement with complete understanding of its provisions, and believe it is in the best interest of my child or children to participate in the activity.

PLEASE PRINT THE NAMES OF ALL MINOR CHILDREN PARTICIPANTS BELOW:

1) _____ 2) _____ 3) _____
First & Last Name First & Last Name First & Last Name

4) _____ 5) _____ 6) _____
First & Last Name First & Last Name First & Last Name

Parent/Guardian Signature Date

Parent/Guardian Signature Date