

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

ASSUMPTION OF RISK WAIVER AND RELEASE AGREEMENT FOR MINORS

Reservation Group Name: _____ Trip Date: _____ \ _____ \ _____

Group Leader Name: _____ Reservation #: _____

READ CAREFULLY BEFORE DECIDING TO SIGN. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING.

- 1) 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.
- 2) 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 my child/children to many hazards, and participating in a river trip 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 my child/children should be in good physical health to participate in outdoor activities. I choose to allow my child/children to participate in these outdoor activities in spite of these risks and hereby assume all risk of injury or loss of life to my child/children and loss of damage to property arising out of their participation in such a trip. I fully understand that my child/children will be participating in outdoor activities at their own risk.
- 3) Waiver and Release: In consideration of Moab Watersport Rentals LLC (hereinafter referred to as Moab Watersports & Gear Rentals) furnishing services and equipment to help my child/children participate in outdoor activities, 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 my child/children or their property sustained in connection with participating in 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, injury to my child/children or loss of life, whether caused by negligence of Moab Watersports & Gear Rentals or whether based upon breach of contract, breach of warranty or any other legal theory.
- 4) I understand that this is a rental trip. No Moab Watersports & Gear Rentals guide will be participating in the planned outdoor activities to help my child/children if they have a problem. If I am unwilling to assume these risks and other risks described in the form, I will not allow my child/children to participate in this activity.
- 5) I understand that weather conditions and water conditions may present hazards. I take responsibility for researching and knowing water levels and weather conditions. I take responsibility for supplying the proper clothing/equipment to my child/children for the weather or water conditions they may encounter.
- 6) I understand that if I have any questions or concerns before my child/children go on this trip, I can ask a Moab Watersports & Gear Rentals staff member for help.
- 7) I understand that a properly rated personal flotation device for my selected water activity that is sized, adjusted, and buckled is critical to my child's/children's safety. They will wear it at all times while on the water.
- 8) I confirm that I have fully and honestly provided information about my child's/children's abilities and experience with similar activities and equipment, and I have revealed any known health or physical limitations that may impact my child's/children's ability to participate in 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 child's/children's ability to participate in the activity.
- 9) I understand that the rental equipment may malfunction, break or become inoperable. I understand that these are inherent risks of my child's/children's activity and assume all risk of injury or damage arising from equipment malfunction.
- 10) The venue of any dispute that may arise out of this agreement or other wise to which Moab Watersports & Gear Rentals or its agents is a party shall be Grand County, Moab, Utah.

OVER FOR SIGNATURE OF ACCEPTANCE AND PARENTS/GUARDIANS INDEMNIFICATION

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.

NAME AND SIGNATURE OF PARENT OR LEGAL GUARDIAN:

1) _____ Parent/Legal Guardian (PLEASE PRINT)	_____ Home Address	_____ City/State/Zip	_____ Country
_____ Parent/Legal Guardian Signature	____ \ ____ \ ____ Date	_____ Email Address	_____ Phone Number
2) _____ Parent/Legal Guardian (PLEASE PRINT)	_____ Home Address	_____ City/State/Zip	_____ Country
_____ Parent/Legal Guardian Signature	____ \ ____ \ ____ Date	_____ Email Address	_____ Phone Number

PLEASE PRINT THE NAMES OF ALL MINOR CHILDREN PARTICIPANTS BELOW:

1) _____ First & Last Name	2) _____ First & Last Name	3) _____ First & Last Name
4) _____ First & Last Name	5) _____ First & Last Name	6) _____ First & Last Name

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