

**SMOOTH RAPIDS RENTALS, LLC RENTAL AGREEMENT & RELEASE FROM LIABILITY**

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN SMOOTH RAPIDS RENTALS, LLC. KAYAKING, TUBING, CAMPING, AND RELATED ACTIVITIES ("ACTIVITIES") I, FOR MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN:

1. ACKNOWLEDGE, AGREE, AND REPRESENT THAT I UNDERSTAND THE NATURE OF PADDLESPO RTS, TUBING, CAMPING, AND RELATED ACTIVITIES AND THAT I AM QUALIFIED, IN GOOD HEALTH, IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY AND WILLING AGREE TO COMPLY WITH THE STATED AND CUSTOMARY TERMS AND CONDITIONS OF PARTICIPATION. I FURTHER AGREE AND WARRANT THAT IF ANY TIME I FEEL CONDITIONS TO BE UNSAFE, I WILL IMMEDIATELY NOTIFY THE NEAREST OFFICIAL AND DISCONTINUE FURTHER PARTICIPATION IN THE ACTIVITY. WEARING A U.S. COAST GUARD APPROVED FLOATATION DEVICE IS AN IMPORTANT SAFETY PRECAUTION WHILE ON THE WATER. IF A MEMBER OF MY PARTY IS UNDER THIRTEEN (13) OR A NON-SWIMMER, A LIFE JACKET OR VEST WILL BE WORN AT ALL TIMES WHILE ON THE WATER.
2. FULLY UNDERSTAND THAT: (A) PADDLESPO RTS AND RELATED ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS") (B) THESE RISKS AND DANGERS MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY, THE CONDITION IN WHICH THE ACTIVITY TAKES PLACE, OR THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (C) THERE MAY BE OTHER RISKS AND SOCIAL OR ECONOMIC LOSSES EITHER NOT KNOWN TO ME OR NOT READILY FORESEEABLE AT THIS TIME; I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION OR THAT OF A MINOR IN THE ACTIVITY.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SMOOTH RAPIDS RENTALS, LLC., ITS AFFILIATED CLUBS, THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS, ANY SPONSORS, ADVERTISERS, AND IF APPLICABLE ANY OWNERS AND LESSORS OF PREMISES ON WHICH THE ACTIVITY TAKES PLACE (EACH CONSIDERED TO BE ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGES TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT THAT I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE "RELEASEES" I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSE, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS THE RESULT OF SUCH CLAIM. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE.
4. I AGREE TO BE RESPONSIBLE FOR ANY RENTED BOAT, TUBE, PADDLES, PFDs, AND RELATED EQUIPMENT AND IF LOST OR STOLEN, OR DAMAGED DUE TO MY NEGLIGENCE AGREE TO PAY THE FULL VALUE AS PER THE SCHEDULE SHOWN BELOW. I HAVE EXAMINED THE EQUIPMENT AND FIND THEM TO BE IN SAFE CONDITION OF REPAIR AND SEAWORTHY. I AGREE TO RETURN RENTED EQUIPMENT IN THE SAME GENERAL CONDITION.  
EQUIPMENT REPLACEMENT SCHEDULE: SINGLE PERSON KAYAK: \$500, TANDEM KAYAK: \$750, CANOE: \$500, PADDLE: \$50, PFD: \$20, TUBE: \$60
5. I AGREE TO RETURN ANY CAMPSITE PROVIDED TO ME IN THE CONDITION IN WHICH I FOUND IT. I WILL DISPOSE OF ALL TRASH OR GARBAGE IN PROVIDED CONTAINERS OR TAKE IT WITH ME. I AGREE TO PAY A \$100 CLEANING FEE IF IT IS DETERMINED THAT MYSELF OR ANY MEMBER OF MY PARTY LEFT ANY TRASH OR GARBAGE BEHIND NOT IN PROVIDED CONTAINERS.

**ADULT PARTICIPANTS (18 OR OLDER)**

ADULT'S NAME	BIRTHDATE	SIGNATURE	PHONE #

FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT THE TIME OF REGISTRATION) AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF PADDLE SPORTS AND RELATED ACTIVITIES, THE MINOR'S EXPERIENCE AND CAPABILITIES, AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSE, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS THE RESULT OF SUCH CLAIM.

MINOR'S NAME	BIRTHDATE	PARENT/GUARDIAN SIGNATURE	PHONE #