

FLORIDA WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER

This waiver and release are applicable to all renters, operators, passengers, and users of equipment provided by River Rats Crystal Clear Kayaking, LLC (For purposes of this waiver and release, the term "River Rats Crystal Clear Kayaking, LLC" includes all employees, agents, representatives, servants, assigns, successors, insures and subsidiaries of River Rats Crystal Clear Kayaking, LLC. If any other rental agreement is used in addition to, or in conjunction with, this Release, the provisions of the Release shall prevail over any other clauses in the rental agreement that are inconsistent with the Release. The undersigned agrees that he/she is also signing this Release on behalf of the undersigned's minor children. Renter agrees that he/she will disclose to River Rats Crystal Clear Kayaking, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that if he/she fails to notify River Rats Crystal Clear Kayaking, LLC of all potential operators, passengers, and 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 or fault of River Rats Crystal Clear Kayaking, LLC.

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EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating, or using the equipment provided by River Rats Crystal Clear Kayaking, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities activity 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 risk arises out of the negligence or fault of River Rats Crystal Clear Kayaking, LLC.

Initials _____

WAIVER RELEASE OF LIABILITY

By the execution of the Release, the undersigned agrees that River Rats Crystal Clear Kayaking, LLC shall not be liable for any changes arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, because of any activities related to the rental, operation or use of equipment provided by River Rats Crystal Clear Kayaking, LLC. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that River Rats Crystal Clear Kayaking, LLC shall not be liable for any theft or loss of personal property. The undersigned specifically agrees that River Rats Crystal Clear Kayaking, LLC shall not be responsible for such injuries, damages, loss, or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY River Rats Crystal Clear Kayaking, LLC, whether such negligence is present at the signing of the Release or takes place in the future. The Waiver and Release does not apply to gross negligence or intentional torts by River Rats Crystal Clear Kayaking, LLC.

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LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless River Rats Crystal Clear Kayaking, LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operations and passengers of other watercraft 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 River Rats Crystal Clear Kayaking, LLC even if such damages arise out of negligence or fault of River Rats Crystal Clear Kayaking, LLC.

Initials _____

ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver Release and to ask my question associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows that contents thereof and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate or use equipment from River Rats Crystal Clear Kayaking, LLC with the knowledge that signing the Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against River Rats Crystal Clear Kayaking, LLC for River Rats Crystal Clear Kayaking, LLC negligence.

Initials _____

Signature _____ Date _____

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

