

Assumption of Risk, Release of Liability and Rental Agreement

River Dance Raft Rentals, LLC

561 Merlin Rd. Merlin OR, 97532

541.472.9506

RENTAL TERMS:

LESSEE agrees to rent the above raft(s) / additional equipment ("rental equipment") from River Dance Raft Rentals, LLC (RDRR) for the above rental amount and term. LESSEE agrees to pay additional rent if rental equipment is not returned at the agreed upon time. In the Event that LESSEE fails to return said rental equipment, or damages same beyond repair, LESSEE shall promptly pay to RDRR the **retail value** of the SAME BRAND EQUIPMENT. In the event of repairable damage to the rental equipment, reasonable wear and tear excepted, LESSEE agrees to pay RDRR the reasonable cost of repairing the same. In such an event, LESSEE hereby authorize(s) RDRR to deduct said damages from LESSEE's card on file unless other means of payment have been agreed upon.

LESSEE agrees not to operate the raft(s) or allow others to do so while under the influence of alcohol or controlled substances or to otherwise operate in a negligent manner. LESSEE agrees to wear and fasten personal flotation devices at all times.

ASSUMPTION OF RISK- LESSEE'S RESPONSIBILITY

I understand and acknowledge that borrowing and using the recreational rafting equipment and accessories (the "equipment") owned by RDRR carries **EXTREME HAZARD AND RISK**. The specific risks vary from one activity to another. Risks include but are not limited to: minor injuries such as scratches, bruises, sprain and strains; major injuries such as eye injury or loss of sight joint or back injuries, spinal and head injuries, heart attacks and concussions; catastrophic injuries including paralysis, drowning, brain damage and potentially death and loss of or damage to property.

I fully understand all the hazards and risks associated with borrowing and using the Equipment owned by RDRR and accept full responsibility for all risk of injury or loss of life to myself and my authorized users, and the loss of or damage to property which may arise out of borrowing this Equipment.

LESSEE acknowledges RDRR is **NOT** the manufacturer of the rental equipment and RDRR makes no representations or warranties (express or implied) with respect to the condition, quality, durability, or suitability for a particular purpose of said rental equipment. Said equipment is leased by RDRR to LESSEE **AS IS**. LESSEE further acknowledges that he/she has inspected the rental equipment and finds it to be in good condition and suitable for LESSEE's intended purposes. LESSEE further acknowledges that he/she has been instructed by RDRR on the safe and proper use of the rental equipment and fully understands the safe and proper operation of the same, and agrees to observe all reasonable safety precautions related to said use.

WAIVER OF LIABILITY AND RELEASE AGREEMENT

In consideration of being permitted to borrow the equipment owned by RDRR I specifically release and forever discharge the RDRR its officers, employees, contractors, members, volunteers and agents from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while borrowing the recreational equipment. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of RDRR its officers, employees, contractors, members, volunteers and agents. It is my intent by this Waiver of Liability and Release Agreement to release RDRR 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 RDRR or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs while engaged in borrowing and using the recreational equipment, I will have no right to make a claim or file a lawsuit against RDRR, its officers, employees, contractors, members, volunteers and agents.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read the assumption of risks and waiver of liability and release agreement as stated above and I fully understand its terms, and understand that I am giving up substantial rights including and right I may have to make a demand, claim or file a lawsuit against RDRR, its officers, employees, contractors, members, volunteers and agents. **I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature for this to be a complete and unconditional release of ALL liability to the greatest extent allowed by law.**

INFORMED CONSENT/INDEMNIFICATION

I fully agree to indemnify and hold harmless RDRR from any claims for loss, damage, injury or expense associated with borrowing its recreational equipment and participating in its associated activities. I agree to indemnify and defend at my own cost any and all claims, demands, or lawsuits brought against RDRR with arise from or under or are related to my rental of RDRR's equipment, no matter how tangential, and to pay in full a lawyer of RDRR's sole choice to do so.

I declare that I am 18 years of age and have read and understood the terms of this release and waiver; OR I am 18 years of age or older, have read and understood the terms of this release and waiver and I am signing this equipment out for others under my guardianship, custody, care and control, accepting liability for their use on their behalf. I have read, and I agree to the terms and conditions above.

X_____

LESSEE Printed Name

Date: _____

Minor Printed Name and Age

X_____

LESSEE/Parent/Guardian Signature (If under 18 years old)

Phone: _____