



## **BOAT AND PERSONAL WATERCRAFT RENTAL, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

### **PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

**1. Definitions.** The person who is renting and/or using a boat or personal watercraft shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean **ROCKY MOUNTAIN PADDLEBOARD, THE CITY OF BOULDER, BOULDER RESERVOIR** and their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means renting and/or using a boat or personal watercraft, and otherwise taking part in boating or the use of a personal watercraft.

**2. Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activities include, but are not limited to: changing weather or water conditions; debris; tides; currents; wake action; slips; falls; collisions, including but not limited to, collisions with other participants, boats, watercraft, and other manmade and natural objects; weather conditions; capsizing; sinking; exposure to elements; drowning; marine and other wildlife; equipment failure and/or defects; operator error, mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

**3. Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) **Assumption of Risk.** The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**4. Boat or Personal Watercraft Use and Damage.** The boat or personal watercraft is rented "as is" and with no warranties, express or implied. The Undersigned accept full responsibility for the care of the rental boat or personal watercraft during the rental period. Undersigned agree to pay for any damage that occurs to the rental boat or personal watercraft regardless of the circumstances under which such damage may occur. Undersigned also agree to pay for any lost rental income for the period of time the boat or personal watercraft is out of service due to damage for which the Undersigned is responsible. Undersigned agree to pay for any costs incurred in retrieval of rented boats or personal watercraft which are left in water for non-mechanical reasons. Undersigned agree to pay all costs, including reasonable attorney's fees, incurred by Released Parties to collect any sums due or to enforce any term of this agreement. Undersigned agree to pay interest of 18% per annum on



