

**RELEASE OF LIABILITY, ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISKS AND RESPONSIBILITY
WARNING!**

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport, or activity associated with water sports. The outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred herein as "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy the activity for which you may not be skilled, **THE ACTIVITY IS NOT WITHOUT RISK.** Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, cause accidental injury, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the activity, but we do think it is important for you to know, in advance, what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS: I/We acknowledge that the following describes some, but not all, of the risks of participating in the activity: 1) Changing water flow, tides, currents, wave action, and boat's wakes; 2) Collision with any of the following: Other participants, the interior of the watercraft in which I/we are riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Wind shear, inclement weather, lighting, variances and extremes of wind, weather or temperature; 4) My/Our sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; 5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) Getting in or out of the craft; 7) Travel, including to or from the activity; 8) The presence of insects and marine life forms; 9) Equipment failure or operator error; 10) Heat or sun related injuries or illness including sunburn, sunstroke, heatstroke or dehydration; 11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident.

I AM (WE ARE) AWARE THAT THE ACTIVITY MAY ENTAIL RISKS OF INJURY OR DEATH. I/WE UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND THAT UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS OR DEATH AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I/We agree to assume responsibility for risks of the activity identified herein and those risks not specifically identified. My/Our participation in the activity is purely voluntary. No one is forcing me/us to participate. I/We verify that I am (we are) physically fit, not under the influence of alcohol or any drugs at this time, and sufficiently qualified, trained and capable to participate in the activity. I/We assume full responsibility for myself/ourselves, all members of the party (including any minor children) for any bodily injury, accident, illness, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity.

I/We assume the risk(s) of personal injury, accidents and/or illness, including but not limited to, sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, drowning, oxygen shortage (anoxia) and/or exposure, head, neck and/or spinal injuries, bite or attack by an animal, insect or marine life, allergic reaction, shock, paralysis or death.

I/We elect to participate in the activity in spite of the risks. I am (we are) responsible for protecting my/our skin and eyes from the elements. *I/We agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in the activity. This is a basic safety precaution and is required.*

COVENANT OF GOOD FAITH: I/We recognize that you, a provider of services, will operate under a covenant of good faith and fair dealing. I/We recognize that you may find it necessary to terminate the activity due to forces of nature, medical necessities, or other problems, and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I/We accept your right to take such actions for my/our safety and/or the safety of other participants.

AUTHORIZATION: I/We hereby authorize any medical treatment deemed necessary in the event of any injury I/we incur while participating in the activity. I/We either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services that may be incurred on my/our behalf. I/We agree that any film or photographs of me/us becomes your property and may be used for promotional commercial purposes.

RELEASE: In consideration of services or property provided, I, for myself, all members of my party (including any minor children for whom I am parent, legal guardian or otherwise responsible), any heirs, personal representatives or assigns, agree that: Laughlin Watercraft Rentals, LLC, its principals, directors, officer agents, employees, volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, **SHALL HAVE NO LIABILITY OF ANY NATURE FOR ANY AND ALL DAMAGED TO ME AND OTHER PERSONS OR PROPERTIES** as a result of my (or any member of my party's) participation in the activity. This RELEASE includes any acts, omissions or negligence of the "owner", the operator named below, or any person (including myself) of any entity, their agents, employees, joint ventures, servants, and their insurer(s) and I hereby release and discharge the owner and operator named below, their employees, agents, servants or assigns and their insurer(s), if any, for any such damage. **Customer initials:** _____

BY SIGNING THIS DOCUMENT I'M ACKNOWLEDGING THAT I AND ALL MEMBERS OF MY PARTY (INCLUDING MINOR CHILDREN) HAVE READ AND UNDERSTAND THE RELEASE OF LIABILITY, ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISKS AND RESPONSIBILITY. I AM (WE ARE) EXPRESSING MY/OUR INTENT TO WAIVE VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I/WE MAY HAVE OR NOW HAVE AGAINST THE OWNER, THE OPERATOR NAMED BELOW, THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.

Signature: _____

Date: _____