Venture Out Rentals

RELEASE OF LIABILITY/WAIVER OF CLAIMS



The undersigned understands and acknowledges the potential danger inherent in all travel by boats, kayaks and paddle boards. I understand these risks could include serious injury or death. I represent I have obtained instruction in safe kayaking and paddle boarding techniques. I acknowledge it is my responsibility to obtain additional practice or instruction in safe and controlled conditions prior to venturing into conditions beyond my present skill level, and it is my responsibility to examine the equipment I have rented and test it where necessary if I am contemplating a trip to areas in which medical assistance or help is not readily available. As a condition of this rental, I agree to operate at all times, in a responsible fashion and I will not allow others to use the equipment being rented herein unless they expressly agree to conditions contained herein.

I agree to replace or repair at a retail cost any of the aforementioned equipment which may be damaged or lost while in my care. I will pay **Venture Out Rentals Ltd.** the cost incurred in repairing or replacing the equipment. Venture Out Rentals Ltd. will be the sole arbiters of the said cost and need of repairs.

In consideration of being allowed to rent this equipment I hereby personally assume all risks in connections with the equipment and I further release **Venture Out Rentals Ltd.**, its agents, Insurer, underwriting representatives of the insurer, and any operators or employees from any liability for harm, injury or damage which may befall me or any equipment. I further agree to save and hold harmless to **Venture Out Rentals Ltd.**, its agents, insurer or underwriting representatives of the insurer and any operators from any claim by me or my family, estate, heirs, or assigns arising out of my rental of equipment from **Venture Out Rentals Ltd.**

I understand in the event of my own negligence or negligence by any parties involved, that I take full responsibility for and shall, at my own expense indemnify, defend and hold harmless Venture Out Rentals Ltd., its agents, Insurer, underwriting representatives of the insurer, and any operators or employees, from and against any demand, claim, lawsuit, proceeding or liability, of whatever nature, by a third party for death, bodily injury, sickness or damages arising out of my rental of equipment from **Venture Out Rentals Ltd.**

I further state, unless indicated otherwise by my parent or guardian signing below, that I am of lawful age and legally competent to sign this affirmation and release, that I understand the term contractual and not a mere recital, and I have signed this document as of my own free act. I have had all medical examinations deemed necessary by me to assure myself of and assume my own responsibility for my physical fitness and capability to use rental equipment as described.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS INJURED IN ANY MANNER OR DEATH SHALL OCCUR OR PROPERTY DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I AM FOUND BY A COURT OF LAW TO HAVE WAIVED MY, OR THE MINOR PARTICIPANT'S RIGHT TO MAINTAIN A LAWSUIT, ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASE THEM HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature is required of all participants/customers/parents/guardians/spectators.

| PARTICIPANT/GUARDIAN FULL NAME | SIGNATURE | DATE |
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| WITNESS FULL NAME | SIGNATURE | DATE |
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