

**WATERCRAFT RENTAL WAIVER AGREEMENT and ASSUMPTION OF RISK/WAIVER of CLAIM
for all Trips and rentals offered by Smith River Outfitters, LLC**

I, _____, wish to enter a rental agreement offered by
(Print Name) **Smith River Outfitters, LLC**

The UNDERSIGNED for and in consideration of operating a boat or watercraft of Smith River Outfitters, LLC; hereby assumes all risks of such operation for and on behalf of the undersigned; and specifically agrees to indemnify Smith River Outfitters, LLC its successors or assigns for any and all injury, loss or damage to any person or to any third party engaged in any activity involving Smith River Outfitters, trips or rental equipment.

The undersigned does hereby waive and relinquish any and all claims for damage, injury or loss, of any kind, character or description, against Smith River Outfitters, LLC its successors, or assigns, its officers, agents or employees, arising out of injury, damage or loss, either to the person or property of the undersigned, or the person or property of any guest or other person aboard, or to any third person or their property not on board. It is specifically agreed and understood that the Watercraft and its gear and equipment when received for use in accordance with the rules and regulations of Smith River Outfitters, LLC are in seaworthy condition, mechanically and otherwise; and the undersigned agrees to return the said Watercraft, and all gear and equipment, in the same condition, ordinary wear and tear excepted. The undersigned further agrees to pay in advance for the use of said Watercraft and equipment in accordance with the agreed upon rates by Smith River Outfitters, LLC.

(Please read carefully and initial each line)

_____ I UNDERSTAND THAT ALL PERSONS ON BOARD MUST HAVE A LIFE JACKET (PFD) AND the PFD MUST BE WORN AT ALL TIMES WHILE OPERATING THE WATERCRAFT

_____ I agree to be responsible for the safe return of watercraft and all rental equipment including PFD's, paddles and misc gear offered by Smith River Outfitters. **ALL BOATS MUST BE BACK AT THE SHOP BY 6PM. BOATS NOT RETURNED ON TIME WILL BE SUBJECT TO A LATE FEE.**

_____ I expressly agreed that Smith River Outfitters shall not be liable for loss of or damage to any property left, stored, loaded or transported in or upon or in the Watercraft, and Lessee expressly waives any and all claims for such loss or damage against Smith River Outfitters.

_____ I understand that trips may involve activity that can be both strenuous and physically demanding and could result in being physically injured. Such injuries could include strained, sprained, or torn muscles, broken bones, head or back injuries, concussions and even loss of life. I understand that this is only a partial list of the injuries I might receive as the result of engaging in this activity.

_____ I hereby expressly assume the risk of any physical injury or other loss that I might sustain as the result of participating in this activity. I further understand that there may be a risk of injury traveling to and from the area where the activity will take place.

_____ I understand that photographs may be taken during this event. I grant to Smith River Outfitters, its representatives and employees, the right to take photographs of me and any minors in my company in connection with this activity. I agree that SRRC may use such photographs of me and any minors in my company, with or without my name, and for any lawful purpose, including publicity, illustration, advertising, and Web content.

Date

Signature of Participant

Signature of Parent or Guardian

Phone #

email