

## **WAIVER AND RELEASE OF LIABILITY**

### **PLEASE READ CAREFULLY**

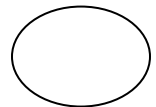
#### **WARNING**

There are many risks and dangers associated with boating and activities around and in the water. There are risks of collisions, falls, injuries to spine, arms and legs, pinching, sunburn, drowning and death (to name a few but there are many others) that can arise from negligence of others, your own negligence, weather conditions and acts of God, water conditions, and your own experience and abilities.

For your own safety and the safety of your family, friends and guests who may be participating in the activities it is important that you understand the risks and be able to explain important safety procedures to everyone in your party.

Boating is a very pleasurable past time and a competent, informed, sober, safety minded operator can reduce risks significantly.

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#### **ACKNOWLEDGEMENT OF RISKS**

i/We acknowledge that the following list of hazards describes some but not all potential hazards or injuries while boating.

1. Changing water currents, wave action, boat wake, water depth
2. Collisions with other boats and watercraft, docks, manmade objects, natural objects such as rocks and logs
3. Weather changes such as high wind, lightning, rain or other precipitation
4. My own condition such as balance, physical coordination, ability to operate equipment and swimming ability, tiredness, disability and experience
5. Collisions leading to capsizing, hypothermia, drowning, injury or exposure.
6. Falling in or out of boat or watercraft into water or onto docks or other boats

7. Motion sickness from wave action or boat motion
8. Regular pounding of watercraft from waves leading to potential strain on joints or spine
9. Attacks from marine wildlife such as snapping turtles
10. Equipment failure or operator error
11. Heat or sun related injuries such as sunburn, dehydration and/or sunstroke
12. Injury from ropes and fishing equipment
13. Many situations can develop on the water that can result in injury or death that can be exaggerate if the operator is impaired by drugs, alcohol, prescription drugs, fatigue or other illness

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**ASSUMPTION OF RISK AND RESPONSIBILITY**

I/We agree to assume responsibility for all risks including those that are listed and that are not listed or identified. My participation in the boat, PWC or watercraft rental is purely voluntary with no-one forcing me/us to participate. I/We understand written English at a level that I/We understand this document. We understand English verbally and can understand instructions or direction from staff and training videos/instruction. I/We are not under the influence of any drug or alcohol when signing this document. I do not have any physical or mental disability that could impair my ability to operate the watercraft or that will cause further injury. Therefore I/We elect to participate in the rental use in spite of the risks. Lake Country Adventure Rental

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I/We assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles, ligaments, tendons, fractured bones or ribs, eye damage, tooth damage, burns, cuts, scrapes, bruising, paralysis or death.

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I/We understand and agree that at the total discretion of Lake Country Adventure Rentals, the rental agreement can be terminated when and if there is a question of competency or negligence by the renter.

I acknowledge that any film, video or images of me/us while operating the rental watercraft may be used in the promotion of the business on social media or other media.

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In consideration of services provided by Lake Country Adventure Rental, I/We, for myself/ourselves and any minor children for which I am a parent or guardian, or otherwise responsible, and any representative, heir, or assigns agree that \_\_\_\_\_ carrying on business as Lake Country Adventure Rental, its principals, directors, officers, employees, volunteers, their insurers, and each shall have no liability of any nature for any and all injuries or death, and/or damage to me or other persons or properties as a result of any acts or omissions or negligence of the owner or any other person including myself, and I/We hereby release and discharge owner and insurer, if any, for any such damage or injuries.

**I/WE HAVE READ THE WARNINGS, ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE MAY BE WAIVING LEGAL RIGHTS.**

Renter's Name \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Renter's Signature(s) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_