WAIVER AND RELEASE OF LIABILITY AGREEMENT – FLORIDA

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Rainbow River Kayak Adventures, LLC. *(For purposes of this Waiver and Release, the term "Rainbow River Kayak Adventures, LLC" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Rainbow River Kayak Adventures, LLC). If any other rental agreement is used in addition to, our in conjunction with, this Release, the provisions of this Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Rainbow River Kayak Adventures, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rainbow River Kayak Adventures, LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Rainbow River Kayak Adventures, LLC. Initials:_____**

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rainbow River Kayak Adventures, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence or fault of Rainbow River Kayak Adventures, LLC. Initials:_____**

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that Rainbow River Kayak Adventures, LLC shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rainbow River Kayak Adventures, LLC. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rainbow River Kayak Adventures, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Rainbow River Kayak Adventures, LLC shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Rainbow River Kayak Adventures, LLC**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rainbow River Kayak Adventures, LLC. **Initials:_____**

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Rainbow River Kayak Adventures, LLC for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rainbow River Kayak Adventures, LLC, **even if such damages arise out of negligence or fault of Rainbow River Kayak Adventures, LLC. Initials:_____**

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the forgoing Waiver and Release, knows that contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Rainbow River Kayak Adventures, LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rainbow River Kayak Adventures, LLC for Rainbow River Kayak Adventures, LLC's negligence. Initials:_____**

*****READ RELEASE BEFORE SIGNING*****

_____		_____
RENTER	DATE	OPERATOR/PASSENGER
_____		_____
OPERATOR/PASSENGER		OPERATOR/PASSENGER
_____		_____
OPERATOR/PASSENGER		OPERATOR/PASSENGER