



LODGE RENTALS AND ADVENTURES, LLC Release and Waiver of Liability

Please read the following agreement carefully BEFORE DECIDING TO PARTICIPATE in water sport activities including, but not limited to, activities related in any way to the transportation or use of paddleboards, kayaks, and/or water tubes. By signing this document and initialing the required sections, **YOU ARE EXPRESSLY AGREEING TO being over the age of eighteen (18), KNOWINGLY, FULLY AND TOTALLY RELEASE Lodge Rentals and Adventures, LLC, its owners, agents, and employees (hereinafter “the Released”) FROM ANY AND ALL LIABILITY AND CLAIMS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE**, arising out of any act, omission, or condition existing prior to the signing of the agreement, and extending to include any act, omission, or condition in any way connected with your participation in (including transit to and from) these water sports activities, occurring at any point in the future from the activities in which you are about to purchase/engage.

A. EXPRESS ASSUMPTION OF ALL INHERENT RISKS OF WATER SPORTS ACTIVITIES

There are numerous risks inherent in and associated with participation in water sports activities. By executing this RELEASE, you are acknowledging that participation in water sports activities is an inherently dangerous activity that involves risks of death and/or serious bodily injury that cannot be prevented or avoided even by the exercise of reasonable care. The following list, though not exhaustive, exemplifies many of the types of risks and potential injuries you could encounter in connection with your participation in water sports:

- Changing water flow, tides, currents, wave action, eddies, whirlpools, and vessel wakes;
- Collision with other participants; collision with watercraft, whether owned or operated by the Released, collision with man-made or natural objects;
- The negligent actions and/or omissions of other participants;
- Your own actions and/or omissions, your level of competency as to the activity, and your own physical and mental conditions;
- Your sense of balance, physical coordination, ability to operate equipment, and ability to swim;
- Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- Collision, capsizing, sinking, falling, slipping or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into any body orifices, and/or drowning;
- The presence of insects, wild animals, as well as dangerous plant life, bacteria, amoebas, and marine life forms;
- Equipment failure, improper use of equipment and/or impacting equipment;
- Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- Fatigue, chill, shock and/or dizziness which may increase your reaction time.

By initialing this section and executing this WAIVER below, you are agreeing that you have reviewed the preceding non-exclusive list of sample inherent risks involved in your participation in these activities, and with full knowledge and understanding, you are voluntarily agreeing to engage and participate in these activities and to **VOLUNTARILY AND EXPRESSLY ASSUME THE RISK OF SERIOUS BODILY HARM, PERSONAL INJURY, DEATH OR DAMAGE** resulting from any and all inherent risks while participating and engaging in

(including transit to and from) these water sports activities. By expressly assuming ANY AND ALL INHERENT RISKS involved with these water sports activities, you are voluntarily relinquishing the ability to seek or collect damages from the Released due to any personal injury, claim, or incident occurring or in any way related to or arising from the inherent risks of your involvement in these water sports activities. **INITIAL** _____

B. INDEMINITY AGREEMENT STATEMENT