



## **BOAT AND PERSONAL WATERCRAFT RENTAL, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

### **PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

**1. Definitions.** The person who is renting and/or using a boat or personal watercraft shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean **ROCKY MOUNTAIN PADDLEBOARD, THE STATE OF COLORADO, CHERRY CREEK STATE PARK** and their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means renting and/or using a boat or personal watercraft, and otherwise taking part in boating or the use of a personal watercraft.

**2. Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activities include, but are not limited to: changing weather or water conditions; debris; tides; currents; wake action; slips; falls; collisions, including but not limited to, collisions with other participants, boats, watercraft, and other manmade and natural objects; weather conditions; capsizing; sinking; exposure to elements; drowning; marine and other wildlife; equipment failure and/or defects; operator error, mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

**3. Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**4. Boat or Personal Watercraft Use and Damage.** The boat or personal watercraft is rented "as is" and with no warranties, express or implied. The Undersigned accept full responsibility for the care of the rental boat or personal watercraft during the rental period. Undersigned agree to pay for any damage that occurs to the rental boat or personal watercraft regardless of the circumstances under which such damage may occur. Undersigned also agree to pay for any lost rental income for the period of time the boat or personal watercraft is out of service due to damage for which the Undersigned is responsible. Undersigned agree to pay for any costs incurred in retrieval of rented boats or personal watercraft which are left in water for non-mechanical reasons. Undersigned agrees to pay all costs, including reasonable attorney's fees, incurred by the Released Parties to collect any sums due or to enforce any term of this agreement. Undersigned agree to pay interest of 18%

per annum on all sums owed to the Released parties. The Undersigned agree that the Released Parties are authorized and shall have the right to charge the Undersigned's credit card for any sums owed.

**5. Minor Acknowledgment.** In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

**6. Miscellaneous.** The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claims arising out of this Agreement shall be the state courts located in Arapahoe County, Colorado, and Undersigned expressly agree and consent to jurisdiction in said courts; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogees, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**7. Media Release.** I hereby grant permission to Rocky Mountain Paddleboard and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release Rocky Mountain Paddleboard and its legal representatives for all claims and liability relating to said images or video. Furthermore, I waive my right to any compensation.

**8. Release and Covenant not to sue City of Lakewood.** By signing this Release, the Releasor acknowledges, understands and agrees that, in consideration of the City allowing the Releasor to participate in the Released Activities, the Releasor waives any and all claims against the City, whether based on contract, negligence or otherwise, for damages of any nature or kind the Releasor may suffer as a result of his or her participation in the Released Activities. Releasor expressly releases, and agrees to forego any legal action against, the City and its officers, employees, agents and assigns as to any claims, costs or expenses the Releasor may have that arise from or out of the Released Activities. Nothing in this Release shall be construed to waive, limit or otherwise modify any governmental immunity that may be available under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., to the City and its officials, employees, agents or other persons acting on the City's behalf.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

_____	_____	_____
Printed Name of Participant	Signature of Participant	Date

_____	_____	_____
Printed Name of Participant	Signature of Participant	Date

_____	_____	_____
Printed Name of Participant	Signature of Participant	Date

_____	Yes	No
Email Address	Would you like to be on our email list?	

\_\_\_\_\_

Phone

_____	_____
Emergency Contact	Phone

