



• JSHOFF LLC • JO Paddle • Joshua and Hannah Shoffner • 541-886-0086 • jshoffllc@gmail.com

Liability Waiver and Release

I hereby agree that by renting this Kayak or Standup paddleboard and related items (“Watercraft Equipment”) from JSHOFF, LLC, dba JO Paddle (“JO Paddle”) I accept liability for any damages or injury that may occur while using any of the equipment rented from JO Paddle.

I acknowledge that use of Watercraft Equipment is an activity involving personal danger and hazards. I acknowledge having been given and fully understand the procedures and instructions regarding the safe use and operation of the Watercraft Equipment, and I further agree to comply with these procedures and instructions. I understand the duties and responsibilities owed by me to others in my party and third parties. I voluntarily participate in these activities with full knowledge of the dangers and hazards involved and I expressly assume these risks and accept responsibility for any and all injury, death, or damage to persons or property occurring while equipment is being rented by me under the terms of this agreement. I am in good health, not under the influence of alcohol or drugs and am otherwise capable of safely operating the equipment provided.

I understand that I am hereby assuming responsibility for all persons in my party, whether adults or minors, utilizing any of the equipment and for their acts which may cause damage or injury to property or persons.

I hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action for personal injury, property damage, or wrongful death occurring to me, or others, arising from the use of the Watercraft Equipment rented hereunder, or any activities incidental thereto. I further agree to indemnify and hold harmless JO Paddle, JSHOFF LLC, their agents, employees, or others acting on their behalf, from and against any and all claims, actions, damages, costs, and expenses, including attorney's fees, against or incurred by JO Paddle arising from any use of the equipment rented under this agreement by me, including any claims or actions by any person whom I allow to use the equipment while it is being rented under the terms of this agreement. All legal action will be in Wallowa County, Oregon.

I understand and agree that JO Paddle reserves the right to require me to relinquish possession of the Watercraft Equipment at any time due to unsafe or improper use by me or a member of my group. If, in the sole opinion of any JO Paddle employee, I become incapacitated, violate any terms of this agreement, or allow unauthorized or unfit person(s) to operate Watercraft Equipment rented by me and JO Paddle requires me to relinquish possession of the equipment, I agree and understand no portion of the rental fee will be refunded.

JO Paddle reserves the right to refuse rental or use of the Watercraft Equipment by anyone.

I understand the United States Coast Guard regulations stipulate that all paddlers are required to have a US Coast Guard approved Personal Floatation Device (PFD) and that JO Paddle requires all Is to wear a US Coast Guard approved PFD at all times while on the water. _____ (initial)

I understand that the terms of this agreement are legally binding and I certify that I have read this agreement and am signing it of my own free will.

_____ Date: _____
Signature
Print Name: _____

I am the legal guardian of the minor child(ren) listed below and I execute this document on their behalf.

Minor children:

_____ Age: _____
_____ Age: _____
_____ Age: _____

_____ Date: _____
Signature
Print Name: _____