

## 2019 SUNSHINE SPORTS RELEASE OF LIABILITY

**IN CONSIDERATION of being permitted to participate in any way in Sunshine Sports, rentals, sports and recreation program and related activities ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:**

**1. ACKNOWLEDGE**, agree, and represent that I understand the nature of Paddlesports (rafting, kayaking, canoeing & SUP) and related Activities and that I am qualified, in good health, in proper physical condition to participate in such Activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

**2. FULLY UNDERSTAND that:**

- (a) Paddlesports and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");
- (b) These Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
- (c) There may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
- (d) There may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to passengers and participants or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES they incur as a result of my participation.

**3. AGREE that:** Any watercraft rented from Sunshine Sports will not be used on water above my ability and not be taken beyond the borders of the state of Montana. Any watercraft rented from Sunshine Sports will not be used on any river rated higher than CLASS II and will not be used while under the influence of alcohol, prescription or illegal drugs, hallucinogens, or narcotics.

**4. AGREE TO PAY A DEPOSIT FEE** to reserve equipment and FULLY UNDERSTAND THAT THE DEPOSIT FEE WILL BE SUBJECT TO THE FOLLOWING:

- (a) The deposit fee shall be 1/2 of the total rental price and will be applied to the total rental amount due at the time of boat pickup.
- (b) Cancellations with a greater than 14 day notice before the rental pickup date will be fully refunded. The deposit fee will be refunded in the form of a check with advance notice either in person or by US mail.
- (c) Cancellations within a 7 to 14 day notice before the rental pickup date will be subject to a forfeiture in the amount of 1/2 the deposit fee. The remaining deposit fee will be refunded in the form of a check with advance notice either in person or by US mail. The total deposit fee can be maintained as a deposit fee for a future boat rental. A reservation must be made for the future rental. The entire deposit fee will be forfeited if it is not used within the calendar year of the original rental reservation.
- (d) Cancellations with 6 or less days notice before the rental pickup date will be subject to forfeiture of the entire deposit fee. The deposit fee cannot be used for any future rental.

**5. FULLY ACCEPT AND ASSUME ALL RESPOSIBILITY** in the event of loss, theft, or damage to any equipment. Damage to equipment includes any holes, rips or tears, major abrasions (detectable by fingernail test) and internal damages. I agree to forfeit a cleaning fee if any equipment is not returned free of mud, moss, sand or any other debris. In the event of damage or returned dirty equipment, I agree and authorize any additional charges made by Sunshine Sports to the credit card referenced below to pay Sunshine Sports for equipment replacement and or performing repairs and or cleaning of equipment. The rate charged for repairs and or cleaning equipment will be \$70 hr.

**6. AGREE AND AUTHORIZE** any additional charges made by Sunshine Sports to the credit card listed below or on photo copy for a late fee, the amount to be determined by Sunshine Sports, for returning any equipment after the agreed return time and date of this rental contract.

**7. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** Sunshine Sports, affiliated clubs and organizational affiliates, their respective ACA certified instructors, certified instructor trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

**8. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_