



LIABILITY WAIVER - Ashley's Water Toys LLC

RENTAL AND WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT

In consideration of the services and use of equipment of **Ashley's Water Toys LLC**, its owners, officers, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "AWT"), **I hereby agree to RELEASE, WAIVE, DISCHARGE, AND TO INDEMNIFY AND HOLD HARMLESS AWT**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate from any and all suits, claims, liability, demands, losses, expenses (including attorney's fees) or causes of action whatsoever which are in any way connected with my participation in any paddleboard/kayak activity or use of AWT's equipment or services. This release, waiver and hold harmless including claims related to injury to person or property, disability, sickness, or death, regardless of whether such loss arises from the negligent act or omission of AWT or otherwise, breach of contract, tort, strict liability, warranty or any other legal theory, to the fullest extent allowed by the law.


1. **I am fully aware that outdoor activities such as paddle boarding and kayaking have inherent risks** as well as unknown and unanticipated risks. Such risks could result in serious physical or emotional injury, paralysis, death, drowning or damage or loss to me, or others, including to AWT. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I agree that AWT staff may not be aware of any participant's fitness or abilities, the weather, the elements, how the equipment is used or other conditions. AWT may give insufficient warnings or instructions and the equipment may malfunction or be used in a manner not intended or advised. I hereby elect to voluntarily participate in the paddleboard, or kayaking activities, knowing that the activities may be hazardous to me, my property and other third parties. I understand that AWT does not require me to participate, and I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property, whether caused by the negligence of AWT or otherwise, to the fullest extent allowed by law. I understand I am to review my insurance, including medical, property casualty and vehicular as I agree to be fully responsible for all injury and/or damage arising out of the transport and use of AWT equipment.
2. **Should AWT or anyone acting on its behalf incur any loss, cost, fee or liability, including attorney's fees under this agreement, I agree to indemnify and hold AWT harmless for all such liabilities, fees, expenses and costs to the fullest extent allowed by law.** I agree that this document and all other aspects of my relationship with AWT are governed by the laws of the State of Utah, and that any mediation, suit, or other proceeding must be filed and maintained only in Utah and the federal or state courts of Utah. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.
3. **I certify that I have no medical, physical, or emotional conditions** which could interfere with my safety in paddleboard, or kayaking activity, and I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such unknown or undisclosed condition.
4. **I understand that I am required by law to have a properly fitted U.S. Coastguard approved flotation device** while in and on the water, and that paddle boarding or kayaking may have obvious and non-obvious inherent risks. I agree that I will not use any equipment provided by AWT on any bodies of water classified as whitewater. I agree that AWT is not providing training in connection with the rental of equipment, and I assume full responsibility for all decisions made regarding the use of the rental equipment including securing and transportation thereof. I also acknowledge and agree that the rental equipment provided by AWT is for my sole and exclusive use and may not be used by any other person. If I disregard this condition and allow others to use or transport any AWT equipment, I voluntarily accept full responsibility for any loss or liability that may arise while the equipment is in possession or under my control, whether such use is with or without permission. I agree to adhere to all rules and regulations of Ashley's Water Toys LLC and acknowledge that I will be charged 100% of the retail price listed by AWT of any rental equipment that is not returned or is otherwise deemed irreparable.

5. I HEREBY CERTIFY that I will cover all medical expenses, if any, as well as any cost that may arise as a result of any injury or mishap arising.
6. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE AWT AND ALL OF ITS OWNERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, SICKNESS, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR ANY PERSON THAT TRANSPORTS OR USES THE PADDLEBOARD/KAYAK EQUIPMENT, OR ANY LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME OR OTHERS, WHETHER CAUSED BY THE NEGLIGENCE OF AWT OR OTHERWISE.
7. It is the sole responsibility of the renting customer to complete the Mussel Awareness course online at <https://dwrapps.utah.gov/wex/dbconnection.jsp?examnbr=513659> prior to renting. This course is mandatory for customers transporting and loading/unloading the equipment, and proof of completion must be shown. Any fees imposed by the State of Utah for failing to complete the course or provide proof of completion are the responsibility of the renter. Additionally, any fees charged to Ashley's Water Toys LLC due to the renter's failure to complete the course will be automatically deducted from the renter's form of payment.

I also agree that if I damage, loose, or misplace any item I rent from Ashley's Water Toys LLC that I will pay for these losses or damages according to prices listed on the website or signed paperwork. I agree that if Ashley's Water Toys, LLC incurs any costs associated with recovery of payment for damages or losses (such as court costs) that I will reimburse or pay Ashley's Water Toys, LLC for these costs as well as the cost of the damaged or lost items. Bent, broken or lost paddles, or bent or damaged paddleboards/kayaks will be charged for replacement, as well as any equipment used such as life jackets and straps. If I do not return the product within 3 working days of the due date, I authorize Ashley's Water Toys, LLC to charge the full retail purchase price of the products as listed on the AWT's website or signed paperwork, to my credit card. I understand and agree that I am fully responsible for any damage to the product or loss during the time it is checked out to me and if damage or loss occurs, I authorize Ashley's Water Toys, LLC to charge the cost of replacement or repair to my credit card. I understand that loading a kayak, paddleboard or other equipment onto my vehicle has the potential to cause damage to person or property during loading, unloading or transport of the equipment. I agree to assume responsibility for any damages caused while loading/unloading and using the equipment. I will not hold Ashley's Water Toys, LLC or its staff liable for any damages to person or property that may occur due to loading, unloading or transport of this equipment. It is solely the discretion of Ashley's Water Toys, LLC to determine if damaged equipment will be repaired or replaced at the renter's expense. I agree in the event if a dispute arises all such disputes will be submitted through arbitration consistent with the American Association Arbitration Rules.

I affirm that I have carefully read this agreement, understand its contents, and agree to be bound by its terms. I am aware this is a waiver and a release of liability and I sign it voluntarily without relying on any oral representations, statements or inducements apart from the foregoing written agreement. I am at least eighteen (18) years of age and fully competent, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, anyone that I allow to participate in the rentals, and to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury or death that my minor child for whom I am (adult) legal guardian or I may suffer while engaging in any activities related to Ashley's Water Toys LLC; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. This is the entire agreement between AWT and myself and those I am authorized to sign on behalf of, and that it cannot be modified or changed in any way by the representation or statement(s) of any employee or agent of AWT, or by me. I understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs. I understand that this waiver I sign includes the first page, with paragraphs 1-7

All of the below must be filled out in full.

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| PRIMARY NAME (Printed) | | Enter Your Name Here | |
| ADDRESS | Enter Your Address Here | | |
| CITY | Enter City Here | STATE | Enter State Here |
| ZIP CODE | Enter Zip Code Here. | PHONE# | Enter Phone Number Here |
| SIGNATURE |  | | DATE Click or tap to enter a date. |

