



RENTAL AGREEMENT AND INDEMNIFICATION

ACKNOWLEDGMENT OF RISKS. I acknowledge that the following describes some, but not all, of the risks of participating in the activity: (1). Changing water flow, tides, currents, wave action and ships' wakes, traffic; (2) Collision with any of the following: other participants, the interior of the watercraft in which I/we are riding or any other portion of said craft, other watercraft, and man made or natural objects including sandbars; (3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) Getting in or out of the craft on and off the vehicle; (7) Travel, including travel to or from the activity; (8) The presence of insects, sand, marine life forms; (9) Equipment failure or operator error; (10) Heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration; (11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident.

I AM (WE ARE) AWARE THAT THE ACTIVITY MAY ENTAIL RISKS OF INJURY OR DEATH. I/WE UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND THAT UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY. I/we agree to assume responsibility for the risks of the activity identified herein and those risks not specifically identified. My/our participation in the activity is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, not under the influence of alcohol or any drugs at this time and sufficiently qualified, trained and capable to participate in the activity. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity. I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, drowning, oxygen shortage (anoxia), and/or exposure, head, neck and/or spinal injuries, bite or attack by an animal, insect, or marine life, allergic reaction, shock, paralysis or death.

COVENANT OF GOOD FAITH. I recognize that you, a provider of services, will operate under a covenant of good faith and fair dealing. I recognize that you may find it necessary to terminate the activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for my safety and/ or the safety of other participants.

AUTHORIZATION. I hereby authorize any medical treatment deemed necessary in the event of an injury I may incur while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us as participants become your property and may be used for promotional or commercial purposes.

RELEASE. In consideration of services or property provided, I, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: Urban Surf Company its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, SHALL HAVE NO LIABILITY OF ANY NATURE FOR ANY AND ALL DAMAGE TO ME AND OTHER PERSONS OR PROPERTIES as a result of my/our participation in the activity. This Release includes any acts, omissions or negligence of the "owner", the operator named above, or any other person (including myself) or any entity, their agents, employees, joint venturers, servants, and their insurer(s) and I hereby release and discharge the owner and operator named above, their employees, agents, servants or assigns and their insurer(s), if any, for any such damage.

- I "Lessee" certify that I have read and understand the above agreement.
- Lessee's who discharge waist PFD's in a non-emergency situation are charged a \$20 refill fee.
- Late returns (20 Minutes +) will initiate a "Search & Rescue" at a charge of \$30 to lessee.2
- Any damaged or lost equipment will be charged to the lessee at full retail price.

I HAVE READ THE ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM EXPRESSING MY INTENT TO WAIVE VALUABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS I MAY HAVE OR NOW HAVE AGAINST

THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS AND ASSIGNS. I ACKNOWLEDGE AND AGREE TO RESPONSIBILITY OF PAYMENT FOR CHARGES THAT MAY OCCUR FROM DAMAGED/LOSTS/MISUSE OF EQUIPMENT AND/OR LATE RETURNS.

Participant "Lessee" Name	Age	Signature <i>(If Under 18; Parent Signature)</i>	Date	Rental Duration