

Waiver

Time Out: _____
Time In: _____

In consideration of being permitted to participate in any way in the rental and/or usage of Up the Creek Rentals kayak(s), and/or bicycle(s), and/or fishing pole(s); hereinafter called Rental Equipment, agree to the following Waiver and Release: I for myself, my heirs, personal representative or assigns, executors and subrogates, **do hereby release, waive, discharge, and covenant not to sue**, Up the Creek Rentals, its officers, employees, and agents **from liability from any and all claims including negligence of Up the Creek Rentals, its officers, employees, and agents** resulting in personal injury, accidents or illness, and property loss arising from, but not limited to the rental/use of Rental Equipment.

Use of Rental Equipment carries with it certain inherent risks that cannot be eliminated regardless of due care to avoid injuries. Specific risks vary from one activity to another but the risks range from minor injury such a bruise, to major injury such as back and joint injuries, to catastrophic injuries including death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the use of Rental Equipment. I hereby assert that my participation is voluntary and I knowingly assume all such risks both on site and off site.

I acknowledge the Rental Equipment is under my due care until proper return is made to Up the Creek Rentals. **Compensation for any and all damages incurred will be paid to Up the Creek Rentals prior to leaving the premises. (Initial)** _____

I agree to INDEMNIFY AND HOLD Up the Creek Rentals HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in the rental/ usage of Rental Equipment and to reimburse Up the Creek Rentals for any such expenses. It is also agreed that Charles County, Maryland shall have exclusive jurisdiction for all contests and resolutions regarding any and all clauses contained in this waiver.

I have read this document, fully understand its terms, and understand that **I am giving up substantial rights, including my right to sue.** I acknowledge I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability.**

Print Name:

Print Name of Minor:

Signature of Participant: Date:

Signature of Parent/Guardian of Minor: Date:

Participant's Age (if Minor):

Cell Phone Number:

Vest or Helmet #: _____

Last Update: 9/2009

FOR UTC USE ONLY! 2~Canoe, 3~Canoe, CD Kayak, Featherlite Tandem, Hobie Kayak, Hobie Tandem, Hobie Fishing Tandem, Hobie Fishing Single, Paddle Boat, Fishing Pole, Childs Bicycle, Adult Bicycle, Tandem Bicycle, Trailer, Child Seat