



WATER SPORTS RENTAL AGREEMENT

Release of Liability, Waiver, and Assumption of Risk Agreement

LAST NAME (Print) _____ FIRST NAME _____ AGE _____
STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE NUMBER (List Area Code) _____ - _____ - _____

CAUTION: DO NOT SIGN THIS DOCUMENT WITHOUT READING IT IN ITS ENTIRETY. WATER SPORTS ARE AN ATHLETIC ACTIVITY AND THE PARTICIPATION INCLUDES VARIOUS RISKS. PLEASE READ, UNDERSTAND, AND SIGN THIS LEGAL DOCUMENT.

I, _____, being an adult, (or a minor on whose behalf a parent or legal guardian is signing this document)(hereafter "I" or "me"), acknowledge that:

- 1.) **Health & Safety:** I am in good physical and mental health. I am not under the influence of any drugs, alcohol, or other substances which may impair my ability to take and follow instructions. I am not pregnant nor am I suffering from any spinal or skeletal defect, hearing, vision or balance impairment or other physical impairment.
- 2.) **I acknowledge that water sports may be dangerous and I accept and assume such risk:** I am aware that open water activities in general involve inherent risks. I may damage my belongings, get hurt, get injured, become ill, drown, or even die. I further acknowledge that I have voluntarily chosen to rent equipment from Detours, or if the individual renting equipment is a minor, I have, as the minor's parent or legal guardian, voluntarily consented to such minor taking of such rental equipment. I know and fully understand that water sports are dangerous outdoor activities in an uncontrolled natural environment with inherent risks and hazards, where serious accidents can occur, participants can sustain property damage, injuries, illness and even die. I acknowledge and willingly and voluntarily assume all risks and hazards in water and beach related activities in all phases of these activities, including, but not limited to those involving, (1) loss of control of vessel, malfunction of the vessel and/or paddle, falls from the board/vessel, collision with other participants, equipment, other boards, boats, watercraft, rocks, and any other manmade or natural obstacle, whether obvious or not; (2) submersion in water, drowning; (3) encounters with animals, marine life, plant life, rocks and insects; (4) exposure to outdoor water environment, bacteria or microbes, viruses, protozoans, parasites, chemicals, pollutants, extreme temperatures, sun, and inclement weather, including travel by foot or vehicle in any way related to this activity; (5) assistance in lifting and/ or carrying equipment; (6) rescue-related injuries; and (7) unavailability of immediate and appropriate medical attention in case of injury and/or emergency. I understand and acknowledge that the above list is not meant to be complete or exhaustive, and that unforeseen and unanticipated risks, known or unknown, may also exist and result in damage, injury, illness, disease, or death.
- 3.) **I waive my right to sue Detours:** I agree that I shall not make a claim or bring any action against, sue, or hold responsible Detours, or its staff, employees and owners, or expect, require, or pursue them, to be held accountable for any damages. I voluntarily agree to release, discharge, and hold harmless Detours, its staff, employees and owners, from and against any and all claims of liability, even those arising out of their negligence, fault, recklessness, or any other act or omission which causes me damages, illness, injury, disease, or death, of any nature in any way connected with my participation in this activity.
- 4.) **Indemnity:** I further agree, to hold harmless, defend, and indemnify Detours, its staff, employees and owners, from all defense costs, including attorney's fees incurred in connection with claims arising from the activities anticipated herein, including but not limited to those for bodily injury, wrongful death, or property damage, whether caused by or sustained by any minor on whose behalf I am signing, or which I may cause to spectators or other third parties, whether negligent or not, in the course of my participation in this activity.

5.) **Condition of Equipment:** I acknowledge that by taking possession of and operating the equipment, I have had the opportunity to inspect the equipment and I believe it to be in good condition and repair. I agree to return the equipment in the same good condition and repair, reasonable wear and tear excepted. I acknowledge that each item of rental equipment is new or is a recent model and is rented as is. Detours is not a manufacturer of the equipment and has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the equipment, nor of its merchantability or fitness for any particular purpose.

6.) **Risk of Loss or Damage:**

A. Insurance: I understand that there is no insurance covering the equipment.

B. Responsibility: I acknowledge that I am fully and solely responsible for any damages, loss, injury or death which may arise from my or any other person's use of the equipment during the term of this Agreement other than use by Detours, its agents, employees and representatives.

C. Payments: I ASSUME ALL RISK OF LOSS OR DAMAGE TO THE EQUIPMENT FROM ANY CAUSE and shall pay Detours for all loss and damage to the equipment during the term of this Agreement, including but not limited to wrenches, dents, cracks, breakage, or bent parts, ordinary wear and tear excepted. I shall make payment upon demand, but not later than when the equipment is or should have been returned.

D. Amount of Damage: The measure of damage shall be the RETAIL COST of new replacement parts plus labor, equipment down time, and such other costs and expenses; all as shall reasonably be determined by Detours staff.

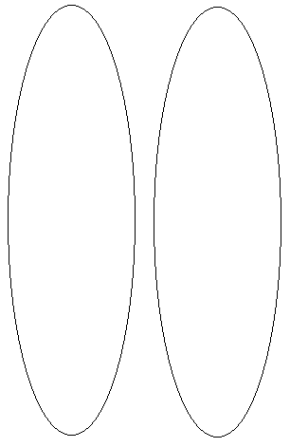
I acknowledge that by making a Security Deposit or my signing of a VISA, MasterCard or other credit cards authorization acceptable to Detours and upon signing agreement I agree to pay amount(s) reasonably determined by Detours for any damages or loss of equipment arising from or related to use of equipment during the term of this agreement. **INITIAL** _____

7.) **The use of a Life Jacket / Life Preserver:** I understand that the use of a Coast Guard approved flotation device (Life Jacket / Life Preserver) is required on Utah public water. I agree to wear a Coast Guard approved flotation device (Life Jacket / Life Preserver) at all times while I am using the water sports equipment rented from Detours. **INITIAL** _____

I have read and understand this document: I have read this document in its entirety and I am assuming all the risks inherent in this water activity, and that I may be injured, become ill or even die as a result of water sports and related activities. I understand that this is a release of any and all claims. I understand that this is the entire agreement between me and Detours, and that no representations have been made by Detours outside of this agreement. I voluntarily sign my name as evidence of my acceptance of all the provisions in this release and my agreement to be bound by them.

User Signature _____ Date _____

Parent's Signature (if less than 18 years of age) _____ Date _____

STAFF USE ONLY						CONDITION
PICK UP			DROP OFF INSPECTION			 <p>Mark damage with an X Include equipment ID number</p>
Date: ____ / ____ / ____			Late: YES / NO _____			
Time: ____:____			Damage: YES / NO _____			
EST. DROP OFF						
Date: ____ / ____ / ____			Lost Equipment: YES / NO _____			
Time: ____:____			Staff Initial: _____			
Staff Initial: _____						
PFD #s:	Paddle #s:	Kayak/Canoe #s:	SUP/Pump #s:	Strap Qty:	Padding Qty:	