

# Trigger Gap Outfitters

## Agreement Waiver of Liability

This is to certify that I have this day rented and received from you my personal use, the following described property belonging to you:

Canoes Renting: _____	Cost: _____
Kayaks Renting: _____	Cost: _____
Rafts Renting: _____	Cost: _____
Life Jackets: _____	Cost: _____
Paddles: _____	Cost: _____
Vehicles or Shuttles: _____	Cost: _____
Camp Site Nights: _____	Cost: _____

Total Cost: \_\_\_\_\_

PUT IN: \_\_\_\_\_ TAKE OUT: \_\_\_\_\_ Vehicle Model  
and Tag \_\_\_\_\_ (shuttle/park)

The Undersigned hereby certifies he/she is in good health and physical condition and does not suffer from any disability which would cause any known or unknown risk or prevent said person from participation in the activity herein. The Undersigned renter hereby assumes all responsibility for any and all damages or loss of said equipment, and agrees to pay the full cost of any repairs or replacement of equipment. Whether this occurred through accident, neglect, misuse, theft, fire or any other cause whatsoever, while in the customer's possession. The renter declares to have examined said equipment and found it safe and secure and declares to return equipment in a clean condition.

Customer shall be solely liable for all fines, penalties and forfeitures imposed for violations of the law while this equipment is being held, used and operated pursuant to this rental agreement and to pay all judgments, liens or other encumbrances that may be levied against you or the said equipment on account of the use thereof.

### A LEGAL DOCUMENT

PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, PLEASE ASK US OR CONSULT YOUR ATTORNEY.

We wish to inform our guests that a river trip is not risk free. The elements that contribute to the unique character and fun of a river trip, such as shooting the rapids or living outdoors can cause loss or damage to equipment, injury, illness, or in extreme cases, PERMANENT TRAUMA OR DEATH.

### ACKNOWLEDGEMENT OF RISK

Boats may turn over causing prolonged exposure to cold water leading to hypothermia, injury or death. Drowning is always a possibility around water. Accidents can occur getting in and out of the boats. Cuts, scrapes and bruises are the most common things that occur. Shoes are suggested as your feet can be cut on rocks or broken glass. Poisonous or dangerous plants, insects or animals can be found with harmful effects. It is also possible that some participants would suffer mental anguish or trauma from the experience of their injuries. This is not an exclusive list of possible injuries or accidents that may occur.

### RELEASE AND WAIVER OF LIABILITY

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Trigger Gap Outfitters and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of my use of Trigger Gap Outfitters equipment or my participation in Trigger Gap Outfitters activities, including any claims arising out of the negligence or carelessness on the part of any or all of the persons and entities released by this waiver, which may arise out of my use of Trigger Gap Outfitters equipment or my participation in Trigger Gap Outfitters activities. Said release and waiver of liability applies even if such claims, losses, damages, expenses and other liabilities arise out of the negligence on the part of any or all of the released and indemnified parties herein, and specifically agree to indemnify Trigger Gap Outfitters for any attorney's fees or court cost associated with any claims, losses, damage, injury, or otherwise. I further release Trigger Gap Outfitters from any liability associated with any damage to any property, including vehicles, trailers, or otherwise which may occur while on the premises of Trigger Gap Outfitters.

In the event of a medical emergency, I hereby give permission to Trigger Gap Outfitters to contact emergency services for help, and hereby release Trigger Gap Outfitters from any claims based on Trigger Gap Outfitters procuring emergency services and/or obtaining medical providers for emergency services.

I have read the above terms and conditions of the Waiver of liability and agree thereto: In signing this Agreement, I warrant and agree that I will be responsible for any other person or persons using the equipment while it is in my possession or control pursuant to this Agreement. If under 21 years of age, I hereby warrant that I have the consent of my parents or guardian to rent the above.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Address(City/State/Zip) \_\_\_\_\_

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ALL CHILDREN UNDER THE AGE OF 13 MUST WEAR A LIFEJACKET AT ALL TIMES!

