# Whitewater Cowboys Rental Release From

210 Merlin Rd. Merlin, OR. 97532
541-479-5061

**PARTICIPANT NAME**_____ **E-mail**_____

DOB(MM/DD/YYYY)_____ Emergency Contact:_____Phone#_____

**Whitewater Cowboys LLC/ Orange Torpedo Trips LLC (herein "LESSOR") intends by this RENTAL AGREEMENT - RELEASE & ASSUMPTION OF RISK to limit its liability to the fullest extent permitted by law. In consideration of being allowed to utilize Whitewater Cowboys equipment and participate in an Whitewater Cowboys program, its related events and activities, the undersigned (herein "LESSEE") accordingly acknowledges, understands and agrees that:**

(1) **EXPERIENCE AND CERTIFICATIONS REQUIRED FOR RENTAL**. LESSEE hereby certifies that he or she is at least eighteen (18) years of age and that the person acting as lead boatman on rentals of all river craft being rented for the LOWER ROGUE RIVER has experience rowing or paddling on a Class III Whitewater River. LESSEE further certifies that this equipment will not be used to run the main or middle channels of Rainie Falls Rapid. LESSEE further certifies that the rental river craft will not be operated under the influence of alcohol or illegal substances and that **Personal Floatation Devices will be worn at all times**.

(2) **COVENANTS**. LESSEE understands that LESSOR is not the manufacturer of this equipment and that LESSOR makes no representations, warranties (expressed or implied), with respect to the condition, quality, or durability of the equipment. In the event LESSEE fails to return the equipment to LESSOR, that he or she will promptly pay to LESSOR THE RETAIL VALUE OF THE EQUIPMENT OR IN THE EVENT OF DAMAGE, REASONABLE WEAR AND TEAR EXCEPTED, THE REASONABLE COST OF REPAIRING SAME. The parties further agree that in the event an action is filed on this Agreement for the recovery of rentals, for loss of leased property, or for repair costs, the prevailing party shall be entitled to reasonable attorney fees in addition to the sum the prevailing party recovers, which attorneys fees shall be set by the court.

(3) RELEASE FROM LIABILITY AND ASSUMPTION OF RISK. LESSEE, for his or herself, and on behalf of survivors, heirs, successors, assigns, personal representatives and next of kin, hereby releases, discharges, indemnifies and agrees to hold harmless LESSOR, its principals, officers, agents, employees, successors and assigns, of and from any and all claims, demands or liabilities for death, injury, disability or property damage which have accrued, or which may hereafter accrue to LESSEE, or to his or her survivors, heirs, successors, assigns, personal representatives and next of kin, **INVOLVING OR PERTAINING IN ANY WAY TO THE RENTAL AND USAGE OF SAID EQUIPMENT**. This Release is intended to and does release, discharge, indemnify and hold harmless LESSOR, its principals, officers, agents, employees and successors and assigns of and from any and all liability arising out of or connected in any way with my rental and/or use of said equipment, even though such liability may arise out of negligence on the part of such persons or entities, or out of liability without fault.

(4) ASSUMPTION OF RISK. LESSEE understands and agrees that serious accidents may occur during whitewater rafting and inflatable kayaking, and that people engaging in whitewater rafting or inflatable kayaking occasionally sustain mortal or serious personal injuries and/or property damage as a consequence. LESSEE understands and agrees that the risks of whitewater rafting and inflatable kayaking include, but are not limited to, loss of control, collisions with other participants, trees, rocks, and other man-made or natural obstacles, whether they are obvious or not obvious, immersion in cold water, hiking through rugged terrain, accident or illness in remote places without medical facilities, and vehicular accidents. LESSEE understands and agrees that any route or activity chosen as part of the trip for which this equipment is being rented is of his or her choosing. Knowing the risks of whitewater rafting and inflatable kayaking, **LESSEE agrees to assume all of those risks**, and for his or her self, and on behalf of his or her survivors, heirs, successors, assigns, representatives and next of kin, to release, discharge, indemnify and hold harmless LESSOR and its principals, officers, agents, managers, employees and sub-contractors who might otherwise be liable to LESSOR (or his or her survivors , heirs or assigns) for damages, as set forth in Paragraph (3) above. LESSEE as parent, guardian, or supervisor of minor child makes this assumption of risk and release individually and on behalf of any such minor child in order to induce LESSOR to allow the said child to ride in a raft or inflatable kayak.

IT IS THE INTENTION OF THE UNDERSIGNED BY THIS AGREEMENT TO EXEMPT AND RELEASE LESSOR, ITS PRINCIPALS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH FROM ANY CAUSE WHATSOEVER, INCLUDING THEIR NEGLIGENCE.

I the undersigned agree to any credit card charges made in connection to this action.

**Participant Signature_____Date_____**

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to the above Waiver and Release of Liability, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Whitewater Cowboys LLC/ Orange Torpedo Trips LLC , its principals, owners, officers, agents, employees, instructors, successors, assigns, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used for the activity its owners, and all others who are involved with the Whitewater Cowboys LLC/ Orange Torpedo Trips LLC **from any and all present and future claims resulting from ordinary negligence on the part of Whitewater Cowboys LLC/ Orange Torpedo Trips LLC or others listed** for property damage, personal injury, or wrongful death, resulting from my child's participation in any ORANGE TORPEDO program, related events and activities.

PARENT/GUARDIAN'S SIGNATURE_____

PRINTED Name_____ DATE_____

MINOR'S PRINTED NAME_____ DOB(MM/DD/YYYY)_____