

****LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT****

Make A Splash, LLC

18546 Bull Lake Road
Troy, MT 59935

****Date:**** _____

****Renter Information:****

Name (Last, First): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

****Equipment Rented:**** (Please initial each item rented)

_____ Kayak(s) (Number: _____)

_____ Paddleboard(s) (Number: _____)

_____ Paddle(s) (Number: _____)

_____ Personal Flotation Device(s) (PFD) (Number: _____)

_____ Other (Specify: _____)

****Assumption of Risks:****

I understand and acknowledge that participating in kayaking and/or paddleboarding involves inherent risks, dangers, and hazards. These risks include, but are not limited to:

- * Drowning
- * Capsizing
- * Collisions with other watercraft, objects, or natural obstacles (e.g., rocks, trees, submerged objects)
- * Injuries from falls on land or in the water
- * Exposure to weather conditions (e.g., sun, wind, cold, lightning)
- * Hypothermia
- * Equipment malfunction
- * Encounters with wildlife
- * Physical exertion and fatigue
- * The possibility of serious injury, paralysis, or death.

I freely and voluntarily assume all such risks, dangers, and hazards, and the possibility of loss, personal injury, or death resulting therefrom.

****Release of Liability:****

In consideration for being permitted to rent and use the equipment listed above, I, for myself, my heirs, executors, administrators, assigns, and next of kin, hereby release, waive, discharge, and covenant not to sue Make A Splash, LLC, its owners, officers, directors, employees, agents, and volunteers (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of

action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the Released Parties or otherwise, while participating in kayaking and/or paddleboarding, or while on the premises of Make A Splash, LLC.

****Indemnification:****

I agree to indemnify, defend, and hold harmless the Released Parties from any and all losses, liabilities, damages, costs, or expenses (including attorneys' fees) which they may incur as a result of my use of the rented equipment or my participation in kayaking and/or paddleboarding.

****Acknowledgement of Understanding:****

I have carefully read this Liability Release and Assumption of Risk Agreement, fully understand its contents, and sign it freely and voluntarily. I am aware that this is a complete release of liability and a contract between myself and Make A Splash, LLC.

Renter Signature

Date

Printed Renter Name

****FOR MINORS (UNDER 18 YEARS OF AGE):****

I am the parent or legal guardian of the minor named below, and I have the legal authority to execute this agreement on their behalf. I have read and understand the foregoing Liability Release and Assumption of Risk Agreement and, on behalf of the minor, I hereby agree to be bound by its terms.

Minor's Name (Last, First): _____

Parent/Guardian Signature

Date

Printed Parent/Guardian Name