

## **RELEASE AND INDEMNITY AGREEMENT**

Please Print

Name of Customer:		Phone:		
Address:	City:	State:	Zip:	

The undersigned rents from Tahoe's Mountain Air Sports, Inc. hereafter "Mtn. Air", a raft and related equipment subject to the following terms and conditions:

- <u>Acknowledgement</u>: Customer understands that there is a risk of property damage, personal injury and/or death and other hazards associated with the use of rafts and rafting. Neither Mtn. Air nor its officers, directors, employees, agents and/or servants has made any representation to me/us other than what is contained in this agreement, the rules of rafting posted on site, and the orientation given to me/us prior to signing this agreement. Customer acknowledges that he/she understands the hazards associated with the use of rafts and the activity of rafting. Customer enters into this agreement freely and voluntarily.
- 2. <u>Condition of Raft</u>: Customer has inspected the raft and any related equipment rented from Mtn. Air and agrees that it is in good condition, and Customer agrees to return it to Mtn. Air in the same condition.
- 3. <u>Damage</u>: Customer agrees to pay for and be responsible for any and all damage to the raft and any and all other equipment rented from Mtn. Air resulting from abuse or misuse thereof.
- 4. <u>Release and Water</u>: For and in consideration of permitting me/us to rent the raft and related equipment, Customer hereby waives all claims and agrees as follows:
  - A. Customer hereby agrees to hold Mtn. Air, its officers, directors, employees, agents and/or servants harmless and indemnify them for any and all loss, damage, liability or expense incurred or claimed by reason of any acts or omissions on customer's part or his/her guests relating to the use of the raft.
  - B. Customer hereby agrees to hold Mtn. Air, its officers, directors, employees, agents and/or servants harmless and indemnify them as to any personal injury or death arising as a result of using the raft, regardless of the cause of personal injury or death including, but not limited to, the negligence of Mtn. Air, its officers, directors, employees, agents and/or servants.
  - C. Customer hereby voluntarily releases, discharges, waives and relinquishes any and all claims or causes of action for property damage, personal injury, or wrongful death arising as a result of using the raft and/or related equipment or facilities of Mtn. Air, regardless of whether such damage or loss is occasioned by the negligence of Mtn. Air, its officers, directors, employees, agents and/or servants.

- 5. <u>Attorney's Fees</u>: Customer agrees that should it become necessary for either party to this agreement to hire the services of an attorney to enforce his/her/its rights as to any and all disputes arising from this agreement, the prevailing party as to any action shall be entitled to reasonable attorney's fees. Any action shall be defined as any proceeding brought in a court of law, a proceeding conducted pursuant to judicial or non-judicial arbitration rules, or mediation.
- 6. <u>WARNING NOTICE</u>: The operation of a raft on the Truckee River may be hazardous at times due to wind, water temperature, rapids, unmarked or submerged rocks, boulders and other obstacles, and/or swimmers, boaters and other rafts. All occupants of the raft shall use utmost caution and be attentive in the use of the raft. Customer agrees that he/she will allow reasonable and adequate space between the raft and other boats or rafts and/or other individuals and/or obstacles in the water. All raft occupants of the raft shall wear life preservers at all times. Customer further agrees that he/she will supervise all children to insure that they follow all posted rules.

## ATTENTION

By signing this Release and Indemnity Agreement, Customer is acknowledging his/her awareness of the water conditions and his/her responsibilities as to the safe operation and use of the raft. All rafts and other rented equipment must be returned no later than 5:30-6:00 p.m. A \$25.00 per person fee will be charged for rafts returned late.

I/we acknowledge that I/we have read and understand this entire agreement.

Customer:	Date:	
(or parent if participant/occupant is under the age of 18 years)		
Print Name	Signature	