L' Nuist Malt

USE OF WATERCRAFT ADDENDUM

Boat Type ____**2 Person Canoe**_____ Color _**Orange**_

# of PFDs _**6**_

# of Paddles _**2**_

# of Ropes _**2**_

Name _____ Telephone _____

Street _____ City _____

State ___ ZIP _____

Driver's License # _____ Expiration _____

initial

I have been given and read the ACA's "A Smart Start for Safe Paddling." ____

I have been given and read "Off-Season Boating, Cold Shock & Hypothermia." ____

I have been given and read the "Tie down and Canoe Storage Instructions" ____

I understand that the value of the equipment I am taking is approximately $950.00.

(Including but not limited to Canoe, PFD's, Paddles) ____

Read the Following Carefully

This document affects your legal rights. You must read and thoroughly understand it before you sign it.

I, the above named, take full responsibility for the equipment rented, and agree to pay the full repair cost or replacement value of said equipment listed above if damaged or lost while in my possession. I attest that I will use this equipment in a prudent way as it was designed to be used. **This expressly excludes use in whitewater.**

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport or activity associated with watersports, the outdoors, the presence or use of motorized watercraft, and

activities incidental thereto (referred to herein as “the Activity”). Although we have taken reasonable steps to provide you with appropriate equipment, **the Activity is not without risk**. Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

I have read and understand the above. INITIAL HERE ____

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I am riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat- or sun-related injuries or illnesses including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident.

I am aware that the Activity may entail risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of my participation in the Activity.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I hereby assume full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity and/or my use of the rented equipment, regardless of whether the injury, death or property damage is caused, in whole or in part, by the negligence of Ahren & Lori Spilker, and any or all of their agents and employees.

I verify that I am physically fit and sufficiently qualified, trained and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

I agree to refrain from using alcohol or drugs prior to and during my participation in the Activity. I agree to wear a Coast-Guard-approved personal flotation device (PFD or life jacket) during the entire time that I am participating in the Activity.

RELEASE: I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, do fully and forever RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Ahren Spilker & Lori Spilker, and any or all of their agents and employees (“the releasees”) from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether or not caused in whole or in part by the negligence of the releasees or otherwise.

I agree that any and all disputes between myself and Ahren & Lori Spilker arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the State of Montana and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the State of Montana.

I, the undersigned, acknowledge that I have read and understood the terms of the rental and release agreement and voluntarily and freely agree to its terms. I agree that no oral statements, representations, or inducements, apart from the language of the above agreement, have been made. I take full responsibility for any minors under the age of 18. I agree that no persons other than the signatories below and any minor children for whom we are responsible may use the rented equipment. I will be responsible for the full replacement cost of any equipment provided to me from Ahren & Lori Spilker and agree to pay for damages to or replace any equipment provided to me from Ahren & Lori Spilker in the event of any damages other than reasonable wear and tear.

Signature _____ Print Name _____ Date __ /__ /____

Signature _____ Print Name _____ Date __ /__ /____

Signature _____ Print Name _____ Date __ /__ /____

Signature _____ Print Name _____ Date __ /__ /____

Signature _____ Print Name _____ Date __ /__ /____

Signature _____ Print Name _____ Date __ /__ /____