

**WILD WEST VOYAGES, LLC**

422 KANE CREEK BLVD., MOAB, UTAH 84532

ASSUMPTION OF RISK WAIVER AND RELEASE AGREEMENT FOR RENTAL CUSTOMERS

READ CAREFULLY BEFORE DECIDING TO SIGN – YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING  
YOU ARE RESPONSIBLE FOR ADVISING ALL MEMBERS OF YOUR PARTY OF THE FOLLOWING RISKS.

RENTAL RESERVATION GROUP NAME: \_\_\_\_\_ Date: \_\_\_\_\_

The following agreement is made in consideration for rental of Wild West Voyages' vessels and/or equipment to be used on an area/ river/lake section.

Assumption of Risk: I understand and accept that rafting, kayaking, couch floating and stand up paddling exposes me to many hazards, and participating in a river trip entails unavoidable risks including but not limited to: slips and falls, sunburn, dehydration, hypothermia, drowning, cuts and bruises, death and loss or damage to property. I also understand I should be in good physical health to participate in a river trip. I choose to participate in this trip in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of damage to property arising out of my participation in such a trip. I fully understand that I will be traveling at my own risk.

Waiver and Release: In consideration of Wild West Voyages LLC (hereinafter referred to as WWV) furnishing services and equipment to help me make this trip, I specifically release and forever discharge WWV and its officers, agents, and employees from any and all liability or claims for any injury or damage to myself or my property sustained in connection with the trip, including, but not limited to, liability or claims for injury, illness, death or damage caused by the negligence of WWV or its officers, agents or employees. It is my intent by signing this Waiver and Release to release WWV and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of WWV or whether based upon breach of contract, breach of warranty or any other legal theory.

I understand that this is a rental trip. No WWV guide will be on the water to help me if I have a problem. If I am unwilling to assume these risks and other risks described in this form, WWV will give me a full refund, minus \$20 booking fee.

I understand that weather conditions and water conditions may present hazards. I take responsibility for researching and knowing water levels and weather conditions. I take responsibility for having the proper equipment and adequate experience for the weather or water conditions I may encounter.

I understand that if I have any questions or concerns before going on this trip, I can ask a WWV staff member for help.

I understand that a properly sized, adjusted, and buckled personal flotation device is critical to my safety. I will wear it at all times while on the water. If I am unsure of fit, I will ask WWV staff for help.

I understand the risks involved in transporting rented equipment to and from WWV premises. I accept any and all risks of injury and damage to rented equipment, to property belonging to myself and others personally. I have read the rental policy and agree to abide by it.

I confirm that I have fully and honestly provided information about my abilities and experience with similar activities and equipment, and I have revealed any known health or physical limitations that may impact my ability to participate. It is my intention to specifically release WWV and its officers, agents, and employees from any liability for the failure to accurately evaluate my ability to participate in the activity.

The activity associated with this Rental Agreement is rafting, kayaking, couch floating and paddle boarding. I understand that the Release of Liability is intended to cover the above activity, as well as transportation to and from the activity. I understand that if the rental equipment is used for any other purpose than the specified activity that I will be responsible for all injury or damage to myself, other persons and property including the rented equipment.

I understand that the rental equipment may malfunction, break or become inoperable. I understand that these are inherent risks of my activity and assume all risk of injury or damage arising from equipment malfunction.

The venue of any dispute that may arise out of this agreement or otherwise to which WWV or its agents is a party shall be Grand County, Moab, Utah.

OVER FOR SIGNATURE OF ACCEPTANCE AND PARENT/GUARDIAN INDEMNIFICATION

I HAVE READ THIS RELEASE OF RESPONSIBILITY AND ACKNOWLEDGEMENT OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT THIS AGREEMENT AND MY QUESTIONS HAVE BEEN FULLY ANSWERED. I UNDERSTAND THAT IF I DISAGREE WITH THE TERMS OF THIS AGREEMENT I HAVE THE OPTION NOT TO PARTICIPATE IN THE ACTIVITY. WITH FULL UNDERSTANDING OF THIS AGREEMENT, I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

NAMES OF ADULT PARTICIPANTS (age 18 or over):

1) \_\_\_\_\_  
Name (PLEASE PRINT) Home Address City/State/Zip Country

\_\_\_\_\_  
Signature Email Address

2) \_\_\_\_\_  
Name (PLEASE PRINT) Home Address City/State/Zip Country

\_\_\_\_\_  
Signature Email Address

3) \_\_\_\_\_  
Name (PLEASE PRINT) Home Address City/State/Zip Country

\_\_\_\_\_  
Signature Email Address

4) \_\_\_\_\_  
Name (PLEASE PRINT) Home Address City/State/Zip Country

\_\_\_\_\_  
Signature Email Address

PARENT(S) OR GUARDIAN(S) ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)

IN CONSIDERATION OF THE MINOR CHILDREN LISTED BELOW being permitted by Wild West Voyages (the COMPANY) to participate in activities and to use equipment and facilities, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the COMPANY FROM ANY AND ALL CLAIMS which are brought by, or on behalf of the Minor(s), and which are in any way connected with the participation of the child or children listed below in the activity while using WWV rental equipment.

By my signature below, I confirm that I am the parent or legal guardian of the listed child or children who will participate in the activity while using WWV rental equipment. I sign this Agreement with complete understanding of its provisions, and believe it is in the best interest of my child or children to participate in the activity.

PLEASE PRINT THE NAMES OF ALL MINOR CHILDREN PARTICIPANTS BELOW:

1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_  
First & Last Name First & Last Name First & Last Name

4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_  
First & Last Name First & Last Name First & Last Name

\_\_\_\_\_  
Parent/Guardian Signature Date

\_\_\_\_\_  
Parent/Guardian Signature Date