

LIABILITY WAIVER AND RELEASE OF CLAIMS

I, _____, parent or guardian of _____, for and in consideration of **White Mountain Lumber & Building Materials, Inc.** allowing me to rent and use any kayak, inner tube or other floating device designed for use in the water on behalf of a minor whom I am legally responsible for, in addition to the payment of any fee or charge, do hereby waive, release and forever discharge **White Mountain Lumber & Building Materials, Inc.**, its owners, officers, agents, employees, representatives, executors, and all others from any and all liability for injuries or damages resulting from said minor's participation in any activities or use of said equipment. I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to said minor or said minor's property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with said minor's use of any equipment from **White Mountain Lumber & Building Materials, Inc.**

I, and the above named minor, understand that kayaking and other water related activities, including, but not limited to, inner tubing, is a potentially hazardous activity and that strength, flexibility, and the ability to swim and perform other skills relating to the activities are essential to my safety. I also understand that these activities and use of equipment involve a risk of property loss, serious injury and even death and that I am voluntarily participating in these activities and using equipment with the knowledge of the dangers involved. **I hereby expressly assume and accept any and all risks of property loss, injury or death to said minor.** I do hereby further declare myself and said minor to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my, or said minor's, participation in any of the activities or the use of equipment

It is understood and agreed that this Liability Waiver and Release of Claims contains the entire agreement between the parties and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this release shall be binding upon the undersigned, and his/her respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement shall be subject to and governed by the laws of the State of Wyoming.

This Release has been read and fully understood by the undersigned and has been explained to me. Further, I have had an opportunity to have my attorney review this document before I signed below.

EXECUTED this _____ day of _____, 20____.

NOTICE: All manufacture's recommendations, including but not limited to, weight restrictions, acceptable uses, and safety devices, must be followed by all users.

Parent/Guardian's Signature: _____

Print Name: _____

Minor's Signature: _____

Minor's Name: _____