

**LIABILITY WAIVER AND RELEASE OF CLAIMS**

I, \_\_\_\_\_, 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, 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 my 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 myself or my 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 my use of any equipment from **White Mountain Lumber & Building Materials, Inc.**

I 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.** I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my 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\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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