

CKS MAIN STREET LIABILITY RELEASE WAIVER

Mountain Loon, LLC
327 E Main Street
Buena Vista, CO 81211
719-395-9206

Equipment Release:

- I accept for use any equipment borrowed from CKS Main Street and accept full responsibility for the care of the equipment while in my possession. I will be responsible for the **replacement at full retail value** of any equipment rented under this form, if lost, damaged, stolen or not returned to CKS Rentals for any reason and/or for all **repair costs** associated with any damage of equipment. CKS Rentals reserves the right to charge your credit card full retail value if rental gear is not returned within 48 hours of the due date/time.
- I agree to return all equipment by the agreed time and date in clean and undamaged condition. **Rental gear is due back ON TIME.**

ACKNOWLEDGMENT OF RISKS AND LIABILITY RELEASE

- 1.) **Release:** I, Participant, for myself, and for my spouse, my minor children, legal representatives, heirs, and assigns, hereby release, waive and discharge CKS Rentals, its affiliates or agents, their officers, members, employees, directors, and shareholders; U.S. Forest Service; U.S. National Park Service; and Colorado Division of Parks and Recreation, as well as manufacturers and distributors of this equipment (collectively "Releasees"), from any and all liability for damage and injury or death to myself or to any person or property resulting from the rental or use of equipment, and selection, installation, maintenance, adjustment or use of this equipment and for any claim based on negligence, breach of warranty, contract, or other legal theory, accepting myself the full responsibility for any such damage, injury or death which may result.
- 2.) **Acknowledgement of Risk:** I understand that there are inherent and other risks in the sport of rafting, kayaking, SUPing and paddling in general, for which this rental equipment is to be used, that injuries are a common and an ordinary occurrence in the sport, and I freely and voluntarily assume those risks. I acknowledge that renting equipment for the participation in **water sports Activities** on rivers, lakes, ponds, flat water and whitewater of all levels, including but not limited to activities using rental gear such as kayaks, stand up paddle boards (SUP), duckies, open boats, rafts, catarafts, paddles, PFDs, helmets and the like (collectively "Activities") has risks, known and unknown, including, but not limited to, rapids, cold water, the boat flipping, drowning, impact with equipment, rocks, other people, man-made obstacles, and off-river risks including rough trails, poisonous plants and animals, and exposure to sun, heat, inclement weather including, cold, rain, and snow, and the possibility of mental distress from exposure to any one or more of the above listed risks and others. Weather, elements, and terrain are difficult to judge, and equipment might malfunction. **Such risks can result in severe bodily harm or death.** I AM AWARE THAT I WILL BE PARTICIPATING IN A HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH.
- 3.) **Jurisdiction:** This agreement is governed by all applicable laws of the State of Colorado with venue in Chaffee County, Colorado.
- 4.) **Medical Disclosure:** You agree to disclose any medical conditions that you may have that may affect your ability to participate in this activity including your ability to swim in cold water, hike, climb, lift moderately heavy objects, paddle, assist in rescue situations, and all medical conditions that may necessitate emergency care, or affect the rendering of first aid such as infectious diseases, bee sting allergies, diabetes, etc.
- 5.) **Permission:** CKS Rentals or anyone authorized by CKS Rentals has permission to use my photographic or video image taken during the activity in promotional or advertising materials.
- 6.) **Indemnification:** Should Releasees be required to incur attorney's fees and costs to enforce this Release, I agree to indemnify and hold them harmless for all such fees and costs. I agree to indemnify Releasees for any incurred loss, liability, damage or cost caused by me or my participation on this activity.
- 7.) **Severability:** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Release shall be interpreted as if such invalid agreements and covenants were not contained herein. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I, the undersigned, have carefully read and understand this Agreement and sign as my own free act.

NOTE: The signature of a parent/guardian is required for all participants under 18 years old.