

**PRESCOTT OUTDOORS
RELEASE AND ACKNOWLEDGEMENT OF RISK**

DEFINITION: As used herein, the term "EQUIPMENT" shall mean all equipment rented by the undersigned from MOFUN, LLC d/b/a Prescott Outdoors ("PRESCOTT OUTDOORS").

1. I acknowledge that boating entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property, or to third parties. The risks include but are not limited to: boat capsizes; travel in remote areas; collisions with objects or other watercraft; prolonged exposure to cold water; hypothermia; accidental drowning; mental anguish or trauma; illness in remote areas; exposure to sun, strong wind, cold, storms and lightning; wrist, arm, shoulder and/or back injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions.
2. I promise to save and hold harmless PRESCOTT OUTDOORS and its managers, members, operators, employees, independent contractors, associates, insurers and agents from any and all liability or claims by my family, my estate, my heirs or my assigns, or by third parties arising out of the use, rental and/or operation of EQUIPMENT.
3. I agree to return the EQUIPMENT to PRESCOTT OUTDOORS at the time agreed.
4. I promise to pay for any loss of or damage to the EQUIPMENT which occurs during the rental.
5. I agree to exercise good judgment and acknowledge that I am in good health, not under the influence of drugs or alcohol, and know no reason why I should not participate in this activity. I currently have no known physical or mental condition that would impair my capability for full participation as intended or expected in this activity.
6. I agree to follow all safety rules, including, without limitation, the wearing of a life vest (Personal Flotation Device) whenever I am on the water. I consent to all activities connected to any event involving rescue, emergency or medical care resulting from or in any way related to my use, rental and/or operation of the Equipment.
7. I expressly agree and promise to accept and assume all of the risks existing in this activity, and hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PRESCOTT OUTDOORS and its managers, members, operators, employees, independent contractors, associates, insurers and agents from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or the use, rental and/or operation of the EQUIPMENT, including any such claims which allege negligent acts or omissions of PRESCOTT OUTDOORS and/or its managers, members, operators, employees, independent contractors, associates, insurers and agents.
8. Should PRESCOTT OUTDOORS or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
9. In the event that I file a lawsuit against PRESCOTT OUTDOORS and/or its managers, members, operators, employees, independent contractors, associates, insurers and agents, I agree to do so solely in Yavapai County of the State of Arizona, and I further agree that the substantive law of that county shall apply in that action without regard to the conflict of law of that county.

By signing this document, I acknowledge that if I or anyone else is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PRESCOTT OUTDOORS and its managers, members, operators, employees, independent contractors, associates, insurers and agents on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

I understand that no refunds will be issued due to weather. Date: _____, 20__

Customer Signature: _____ Print Name: _____

Address: _____ City/State: _____

Phone: _____ Email: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF RENTAL)

This is to certify that I, as parent /guardian with legal responsibility for: _____, do consent and agree to his/her release as provided above, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless PRESCOTT OUTDOORS and its managers, members, operators, employees, independent contractors, associates, insurers and agents from any and all liabilities incident to my minor child's involvement or participation in the rental activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF PRESCOTT OUTDOORS, to the fullest extent permitted by law.

Signature

Print Name

Date: _____, 20__

IMPORTANT INFORMATION ON BACK, PLEASE READ AND SIGN.

FOR COMPANY USE ONLY

Group Name: _____ Time out: _____ Time in: _____
Solos: _____ Tandems: _____ Canoes _____ SUP _____ Misc: _____
Invoice Number (s): _____ Cash: _____ Credit Card: _____
Notes: _____

SAFETY BRIEFING

SAFETY IS OUR PRIMARY CONCERN. FOLLOWING THESE GUIDELINES WILL ENSURE A SAFE AND ENJOYABLE PADDLING EXPERIENCE.

WEAR P.F.D. (Life Vest) AT ALL TIMES. The P.F.D. must be worn and securely fitted and fastened at all times while in the watercraft. Rental personnel must check every participant for properly fitted P.F.D. prior to entering watercraft.

REMAIN SEATED AT ALL TIMES. Do not stand or attempt to change position in the watercraft while on the water. Always put into the shore before standing or changing position in the watercraft. Exercise caution and keep one hand on the watercraft when entering or exiting. Attendants are available to assist in entering and exiting the watercraft.

IN THE UNLIKELY EVENT THE WATERCRAFT SHOULD CAPSIZE, DO NOT ATTEMPT TO RIGHT THE WATERCRAFT WHILE ON THE WATER. In the event of rollover the watercraft will be flooded and not usable until drained which cannot be achieved on the water. Should the watercraft tip over stay with it and summon assistance or swim to shore.

NO SPLASHING, WATERFIGHTS OR HORSEPLAY ALLOWED. Safe conduct is required at all times. Any dangerous or disruptive behavior while in the watercraft will result in immediate termination of the rental and no refund will be issued.

STAY HYDRATED AND AVOID OVERHEATING. Take plenty of water and it is advisable to wear a broad brimmed hat and sun protective clothing. Sunscreen is recommended on exposed skin.

NO ALCOHOL OR DRUG USE. Keeping a clear mind will ensure a safe paddling experience. No alcohol or drugs are to be taken onto the watercraft. Any sign of impairment will result in denial or immediate termination of the rental and NO REFUND

NO PETS OR COMPANION ANIMALS ARE ALLOWED ON THE WATERCRAFT.
Due to safety concerns no animals are allowed in the watercraft.

I have read and understand the safety requirement listed above and agree to fully comply.

Signed: _____ Date: _____