

Waiver and Release of Liability Rafts, Kayaks, Paddleboards and Related Watersports Equipment

This agreement between BFO Big Sky, LLC ("BFO") and the undersigned ("Renter") constitutes a Waiver and Release of Liability, whereby Renter agrees to release, discharge, hold harmless, defend and indemnify BFO and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of boating and rafting equipment, premises or facilities, or Renter's participation in boating or rafting activities. By signing this document, Renter expressly acknowledges Renter is releasing, discharging and waiving any claims or actions that Renter may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of BFO. **Please initial each item and sign below to acknowledge acceptance of this agreement.**

_____ Renter shall obey all state, federal and local boating regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel while operating or renting boats or equipment from BFO. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats, rafts or other equipment from BFO.

_____ **Renter represents that Renter is capable of safely operating and handling the raft, kayak, paddleboard and/or related equipment and, after being afforded an opportunity to thoroughly inspect it and ask questions about it, finds it in good working order, condition and repair. Renter represents that Renter has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.**

_____ Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall reimburse BFO for the full cost of repair or replacement, at the option of, and in the sole discretion of, BFO.

_____ Renter shall return any rented boats and/or equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

_____ **RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking, paddleboarding and rafting are activities with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFDs (lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PROPERLY FITTING PFDs AT ALL TIMES WHILE USING RENTAL BOATS AND EQUIPMENT.** Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make boating or rafting safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to BFO, including owner and employees, has made any representations regarding the safety of, or the risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**

_____ **RELEASE OF LIABILITY, WAIVER OF CLAIMS and INDEMNITY AGREEMENT:** I, on behalf of myself, my personal representatives and heirs, do hereby voluntarily agree to:

1. RELEASE, WAIVE, and DISCHARGE BFO and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of BFO boats or equipment, or my participation in BFO activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts of other conduct by the owners, agents, officers, or employees of BFO.; and

2. HOLD HARMLESS AND INDEMNIFY BFO from any and all liability for any property damage or personal injury to any third party resulting from my participation in rental or other outdoor recreational activities.

_____ This Rental Equipment Agreement, Waiver, and Release of Liability shall effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

_____ Should BFO, 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.

_____ This agreement constitutes the entire agreement between BFO and Renter and no term may be waived or modified except in writing signed by both parties. There are no warranties, express or implied, by BFO to Renter, except as contained herein, and BFO shall not be liable for any loss or injury to Renter nor to anyone else, regardless of how any such loss or injury may have been caused. This agreement is one of bailment only and Renter is not BFO's agent while using said boat(s) or equipment. The laws of the State of Montana shall govern this agreement.

NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I have read and understood the above. I agree to the terms and conditions as stated.

Signature of Participant: _____ Date: _____

Print Name of Participant: _____

Signature of Guardian of Minor Child Participant: _____

Print Name of Guardian: _____

Driver's License Number and State of Participant or Guardian of Participant: _____

Phone: _____ Email: _____

Date needed: _____ Date returning: _____