

**Rental Waiver And Release Of Liability Agreement**

Location of Rental \_\_\_\_\_ Type: Boat / Jet Ski / SUP / Jet Pack \_\_\_\_\_ Time out \_\_\_\_\_ Time Due in \_\_\_\_\_

**1. DISCLAIMER**

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Hwy 66 Motorsports Inc. or Canyon Lake Adventures \*(For purposes of this Waiver and Release, the term "Hwy 66 Motorsports Inc. or Canyon Lake Adventures") includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Hwy 66 Motorsports Inc. and Canyon Lake Adventures). If any other rental agreement is used in addition to, or in conjunction with, this Release, the provisions of this Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on the behalf of undersigned's minor children. Renter further agrees that he/she will disclose to Hwy 66 Motorsports Inc. and Canyon Lake Adventures all potential operators, passengers, and users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Hwy 66 Motorsports or Canyon Lake Adventures.**

▶ \_\_\_\_\_ **INITIAL IF YOU UNDERSTAND AND AGREE**

**2. EXPRESS ASSUMPTION OF RISK**

The undersigned hereby agrees that he/she is renting, operating, or using the equipment provided by Hwy 66 Motorsports or Canyon Lake Adventures at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence or fault of Hwy 66 Motorsports or Canyon Lake Adventures.**

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**3. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned agrees that Hwy 66 Motorsports Inc. and Canyon Lake Adventures shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Hwy 66 Motorsports Inc. or Canyon Lake Adventures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Hwy 66 Motorsports Inc. and Canyon Lake Adventures shall not be liable for any loss or theft of personal property. **The undersigned specifically agrees that Hwy 66 Motorsports and Canyon Lake Adventures shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY HWY 66 MOTORSPORTS INC. OR CANYON LAKE ADVENTURES,** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Hwy 66 Motorsports Inc. or Canyon Lake Adventures

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**4. LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees that he/she will indemnify and hold harmless Hwy 66 Motorsports Inc. or Canyon Lake Adventures for all personal injuries, property damages, or any other damages to any and all third parties, including, but, not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Hwy 66 Motorsports Inc. or Canyon Lake Adventures, **even if such damages arise out of negligence or or fault of Hwy 66 Motorsports or Canyon Lake Adventures.**

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**5. ACKNOWLEDGMENT OF WAIVER AND RELEASE**

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Hwy 66 Motorsports Inc. or Canyon Lake Adventures with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving **any right he/she may have to bring a legal action to assert a claim against Hwy 66 Motorsports Inc. or Canyon Lake Adventures for Hwy 66 Motorsports Inc. or Canyon Lake Adventures negligence.**

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**6. IMAGE USE AND CREDIT CARD ACKNOWLEDGMENT OF WAIVER AND RELEASE**

I agree that Hwy 66 Motorsports Inc. and Canyon Lake Adventures has the rights to use any of my images or videos for promotional use on ads or online. In signing this release, I acknowledge and represent that I HAVE READ THE FOREGOING Waiver and Release of Liability, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed with no inducement; and that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made by the RELEASED PARTIES or relied upon by me; and I EXECUTE THIS RELEASE OF LIABILITY FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

▶ \_\_\_\_\_ **INITIAL IF YOU UNDERSTAND AND AGREE**

**\*\*\* READ RELEASE BEFORE SIGNING \*\*\***

**7. Damages and loss of Equipment**

I agree to pay for all damages to or loss of equipment belonging to or obtained from Hwy 66 Motorsports inc. or Canyon Lake Adventures.com resulting from my use whether damage is intentional or unavoidable.

Anchor	\$80
Rope Damaged in Prop	\$80
Tube Damage	\$75
Life Jacket	\$50
Prop Damage	\$300
Bimini Damage	\$300
iFloat Mat loss or damage	\$300
Jet Ski Pump Damage	\$500
Jet Ski Hull Damage	\$300
Jet Ski full of water Damage	\$400
Clean up Fee	\$40-\$80
Propane for gas grill	\$20

▶ \_\_\_\_\_ **INITIAL IF YOU UNDERSTAND AND AGREE**

**DATE:** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_ **Cell phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**In case of an emergency, notify:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Relationship** \_\_\_\_\_

Operator / Passenger	_____	Operator / Passenger	_____
Operator / Passenger	_____	Operator / Passenger	_____
Operator / Passenger	_____	Operator / Passenger	_____
Operator / Passenger	_____	Operator / Passenger	_____
Operator / Passenger	_____	Operator / Passenger	_____
Operator / Passenger	_____	Operator / Passenger	_____

**Deposit** \_\_\_\_\_ **Credit Card Authorization Signature** \_\_\_\_\_

**Rental \$** \_\_\_\_\_ **Phone #** \_\_\_\_\_ **DL #** \_\_\_\_\_ **State** \_\_\_\_\_

**County & W.O.R.D. TAX** \_\_\_\_\_ **Credit Card #** \_\_\_\_\_

**Total** \_\_\_\_\_ **Ex** \_\_\_\_\_ **CVV** \_\_\_\_\_ **Zip Code** \_\_\_\_\_