

## RELEASE AND WAIVER OF LIABILITY FOR USE OF KAYAKS

In consideration of being permitted to use the kayaks provided by the host of the rental property located at \_\_\_\_\_ by \_\_\_\_\_, the undersigned guest(s) hereby acknowledge and agree to the following:

1. **ACKNOWLEDGMENT OF RISK.** The use of kayaks involves inherent risks and dangers that may result in personal injury, death, or property damage. These risks include, but are not limited to, changing weather and water conditions, submerged or hidden obstacles, equipment failure or malfunction, collisions with other watercraft, exposure to natural elements, and the possibility of capsizing.
2. **ASSUMPTION OF RISK.** The undersigned guest(s) voluntarily assume all risks and dangers associated with the use of kayaks, including specifically the risk of injury, death, and loss of property, and acknowledge that such risks and dangers are known and appreciated by them.
3. **RELEASE AND WAIVER OF LIABILITY.** The undersigned guest(s) hereby release, waive, discharge, and covenant not to sue \_\_\_\_\_, its officers, agents, employees, and/or representatives (collectively, the "Released Parties"), from any and all liability, claims, demands, actions, damages, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned guest(s) or their property, as a result of the undersigned guest(s)' use of the kayaks, whether caused by the negligence, breach of contract, or other fault of the Released Parties or otherwise.
4. **INDEMNIFICATION.** The undersigned guest(s) agree to indemnify and hold the Released Parties harmless from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by any third party as a result of the undersigned guest(s)' use of the kayaks, whether caused by the negligence, breach of contract, or other fault of the undersigned guest(s) or otherwise.
5. **ACKNOWLEDGMENT OF READINESS.** The undersigned guest(s) acknowledge that they are physically and mentally able to use the kayaks, and have familiarized themselves with the proper use of the kayaks, including any safety guidelines and instructions provided by \_\_\_\_\_.
6. **BINDING EFFECT.** This Release and Waiver of Liability shall be binding upon the undersigned guest(s) and their respective heirs, executors, administrators, and assigns. By signing below, the undersigned guest(s) acknowledge that they have read and understand this Release and Waiver of Liability, and voluntarily and freely accept its terms. I understand that this Release and Waiver of Liability is intended to be as broad

and inclusive as permitted by the laws of the State of Georgia, and that any portion of this waiver deemed invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions.

7. VOLUNTARINESS AND FULL UNDERSTANDING. The undersigned acknowledges that the undersigned has read and fully understand this waiver, and that I am freely and voluntarily assuming all risks associated with my use of the kayaks provided. I acknowledge that I am signing this Waive of Liability voluntarily as my own free act and deed. I warrant that I am legally competent to execute this Waiver and have capacity and authority to execute this warranty.

8. GOVERNING LAW. I agree that this Waiver of Liability shall be governed by the laws of the State of Georgia in all respects.

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

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