WAIVER AND RELEASE OF LIABILITY

In consideration of **Todd Pender, L.L.C.** (D.B.A. Pender's Boathouse) furnishing boating services and/or equipment, I agree to the following:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such risks are present during and as a result of my use of boating equipment and participation in boating activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including but not limited to bodily injury, disease, strain, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owner, employees, officers or agents of Todd Pender L.L.C. (Pender's Boathouse), the negligence of others, accidents, breaches of contract, forces of nature or other causes; risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, (I) guide decision making which can include misjudging terrain, weather, trail or river route locations, and water level; (II) falling out of or drowning while in a paddle boat, canoe, or kayak; (III) and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment.

By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any loss and/or damage, weather caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Todd Pender, L.L.C. (Pender's Boathouse) or by any person.

I assume the risks of the use and transport of the boats and accessories to be used, and all of the hazards and dangerous conditions associated with their use and transport. The boat(s) and all accessories are for my own use and I will not allow others outside of my party to use them. I have examined the boat(s) and accessories loaned to me, and will return them in the same condition as at the time hereof, normal wear expected. I agree that no tears or burns will be permitted on the PFD'S, and that I will be responsible for the repair or replacement of any boats or accessories damaged while in my possession.

Further, I on behalf of myself, my personal representatives and my heirs herby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Todd Pender L.L.C. 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 boating equipment or participation in boating 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 negligent acts or other conduct by the owners, agents, officers or employees of Todd Pender, L.L.C.

I have read and agree to the terms of this **WAIVER**. **MY SIGNATURE(S) OF THIS WAIVER IS INTENDED TO EXEMPT AND RELIEVE TODD PENDER, L.L.C. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND I AM THE PARENT OR LEGAL GUARDIAN OF MINOR CHILDREN LISTED BELOW.**

Minors and Children

As parent or legal guardian of any minor children above, I voluntarily waive and release from liability
Todd Pender L.L.C. on behalf of these minors and myself in accordance with the terms listed herein.
I have read, understand, and agree to the terms and conditions of this Waiver and Release of Liability. I certify that my child knows how to swim and will wear the personal flotation devices **AT ALL TIMES** while boating.

Person Responsible Sign Below:

→_____

Print Name: Signature Today's Date Date of Trip