

Weber Tubing LLC

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AND PARENTAL CONSENT AGREEMENT

In consideration of the services offered by Weber Tubing LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Weber Tubing), I hereby agree to release, indemnify, and discharge Weber Tubing, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative as follows :

1. I acknowledge that this activity includes, among other things: inherent risks, dangers and hazards and such exist in my use of floatation tubes and transportation services; my participation in such activities may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Weber Tubing from any and all claims, demands, or causes or action, which are in any way connected with my participation in this activity or misuse of Weber Tubing's equipment, including any such claims which allege negligent act or omissions of Weber Tubing.
4. Should Weber Tubing or anyone acting on their behalf, be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Weber Tubing, I agree to do so solely in Weber County, Utah. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
7. Participants should always wear a Personal Flotation Device; Participants should always wear footwear which will provide protection from sharp object, and which will minimize foot entrapment.
8. I acknowledge that Weber Tubing employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
9. I the undersigned agree to pay in full the Weber Tubing any damages to completely cover the loss of equipment rented to me. I agree that the damages and costs will be as follows:
 - a. Tubes - \$30 for loss or abandonment of floatation tube.
 - b. Personal Flotation Device - \$20 for loss or abandonment of Personal Flotation Device
 - c. Paddle - \$15 for loss or abandonment of paddle

By signing this document, I acknowledge that if anyone 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 Weber Tubing on the basis of any claim which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its items.

Printed Name of Participant _____
Signature of Participant _____
Address: _____
City _____ State _____ Zip _____
Phone Number _____

Parent's or Guardian's Additional Indemnification (must be completed for participants under the age of 18)

In consideration of _____ (print name of minor)

("Minor") being permitted by Weber Tubing to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Weber Tubing from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by :

Minor Parent or Guardian Signature _____