

Waiver and Release of Liability Agreement- Missouri

I. Disclaimer

This waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Victoria or Hector Hernandez. 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 behalf of undersigned's children or guests. Initials_____

II. Express Assumption of Risk

The undersigned hereby agrees that he/she is renting, Operating or using the equipment provided by Victoria or Hector Hernandez 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 rental equipment and assumes all risk of injury, illness, damage or loss that might result. Initials_____

III. Waiver/ Release of Liability

By the execution of this Release, the undersigned agrees that Victoria or Hector Hernandez 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 Victoria and Hector Hernandez. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Victoria or Hector Hernandez shall not be liable for any loss or theft of property. The undersigned agrees that insurance is only provided on commercial inflatables that are delivered. Initials _____

IV. Liability to Third Parties

The undersigned hereby agrees that he/ she will indemnify and hold harmless Victoria or Hector Hernandez 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 Victoria or Hector Hernandez. Initials _____

V. Acknowledgement 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 Victoria or Hector Hernandez with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants the 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 Victoria or Hector Hernandez for negligence or other. Initials. _____

VI. Harmless Provisions

Lessee agrees to indemnify and hold lessor harmless from any and all claim, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture,

suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of equipment.

Lessee hereby releases and hold harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof. _____

VII. Duty to Mitigate

In the event of injury, damage, or loss due to lessor's negligence, lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

VIII. Disclaimer of Consequential Damages

By signing this contract, lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to lessor's negligence. _____

XIV. Disclaimer of Warranties

Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by lessee from lessor. By signing this contract, lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed.

By signing this contract, lessee agrees that no expressed warranty as to the condition or performance of any equipment and/ or property leased by lessee is hereby disclaimed. Lessee understands that only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property. _____

X. Merger Clause

This signed agreement contains the entire agreement between the lessor and lessee. No amendment, whether from previous or subsequent negotiations between the lessee and the lessor, shall be valid or enforceable unless in writing and signed by all parties to the contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

*****Read Release Before Signing*****

Renter

Date