

Loan Agreement and Waiver Form

Borrower Name:

Email:

Phone:

Current address:

City:

State:

ZIP Code:

Emergency contact name:

Emergency contact phone:

Pickup date:

Expected return date:

Description and location of use:

\$100 Deposit Collected At Equipment Pickup:

By Boat Master (Name):

Signature of Boat Master:

Date:

On Return of Equipment:

Amount of deposit returned to borrower:

Date:

Boat Master signature:

Borrower signature:

EQUIPMENT (check or indicate all that apply)

Old Town, Discovery 158 tandem canoe

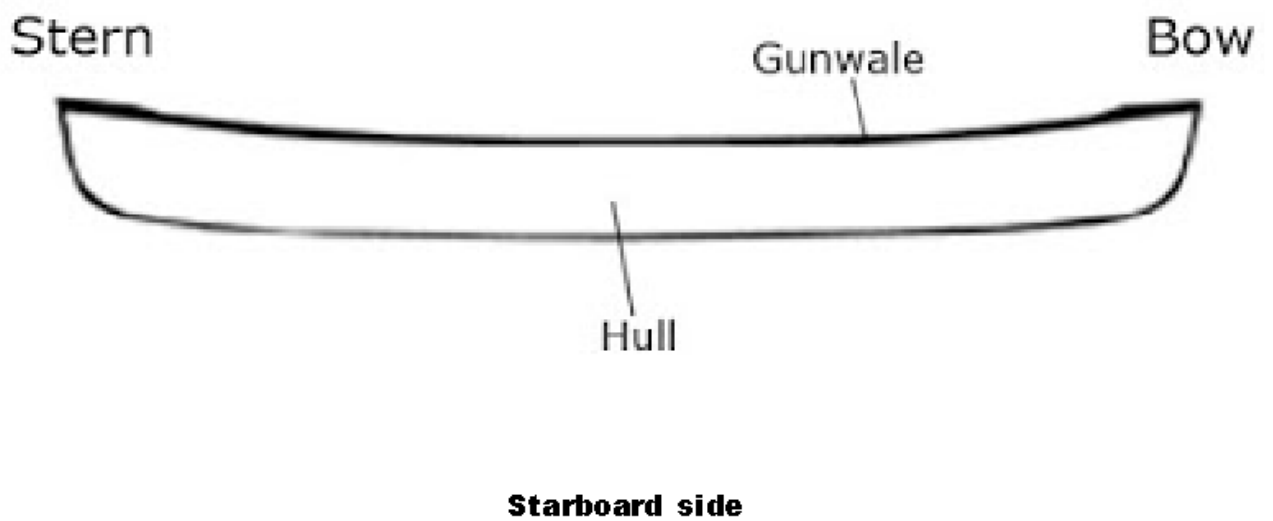
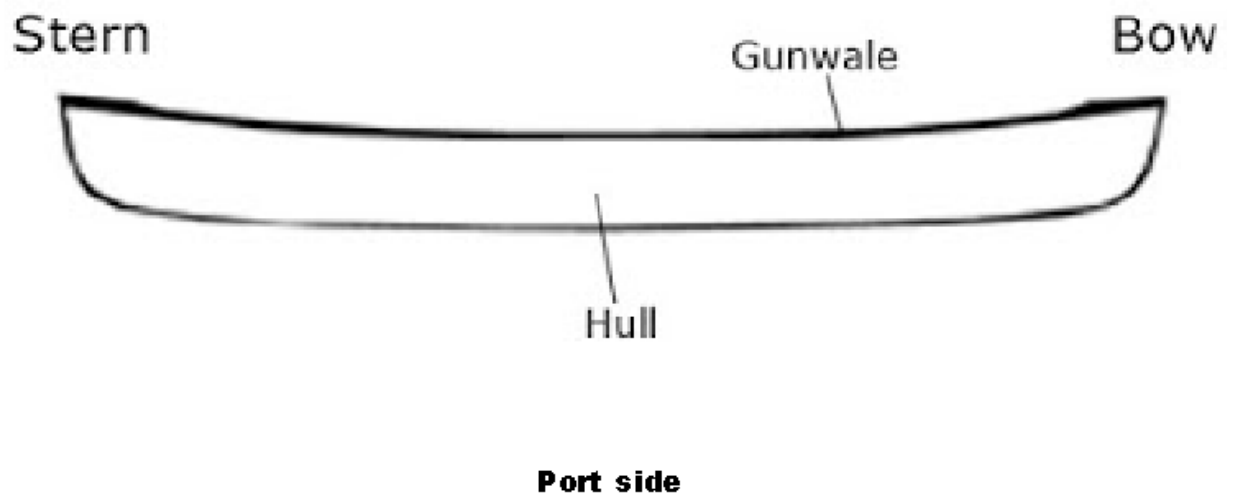
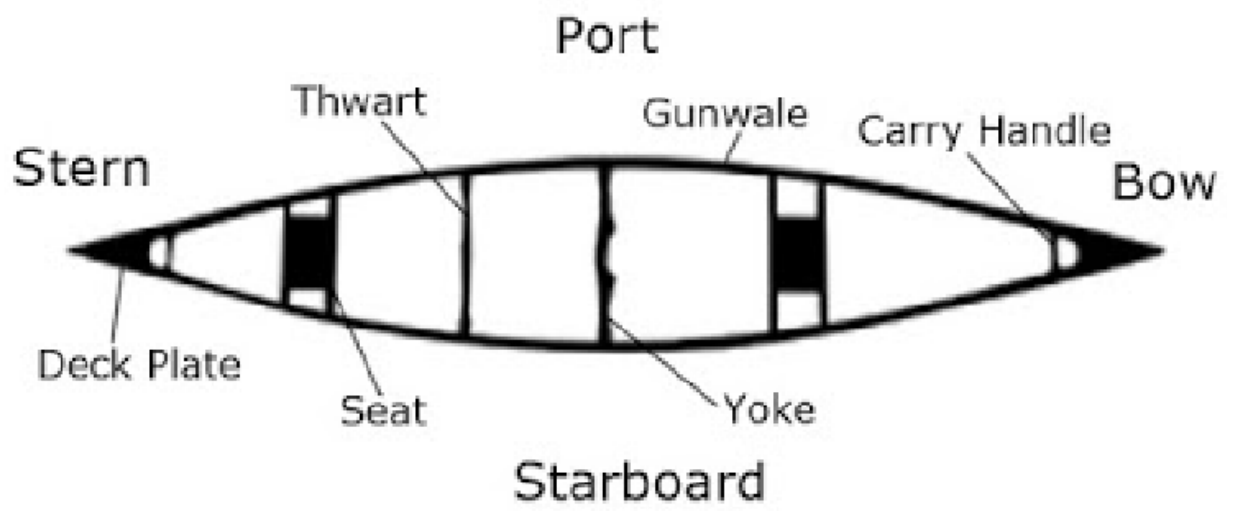
Dagger Caption 14' canoe

0 1 or 2 paddles

Throw rope

Cable lock

Other _____



Release and Waiver of Liability and Assumption of Risk for Use of Canoe and Related Equipment

I, the undersigned, as a participant, as the parent or guardian of the participant and/or the authorized representative of a specific group of participants ["Participant(s)"], hereby confirm, acknowledge and agree that: Participant(s) are voluntarily participating in the sport of canoeing and utilizing equipment borrowed from the Rocky Mountain Canoe Club (the "Activity"); that the Activity is an inherently dangerous sport and that injuries and fatalities can and do occur while participating in such Activity; Participant(s) have been instructed to and will wear a Coast Guard-approved type I, II, III or V Personal Flotation Device (PFD) at all times during on-water activities; Participant(s) will inspect the property, facilities or equipment of the Rocky Mountain Canoe Club; Participant(s) are in good health and have no physical condition that would prevent Participant(s) from participating in the Activity; and Participant(s) hereby assume any and all risks of personal injuries and/or death.

Participant(s), and each of them, for her/him self, the minor and/or for the group of participants and their respective heirs, successors, assigns, executors and administrators, do hereby (i) assume all risks relating to the Activity, (ii) agree to waive, release, forever discharge, indemnify and hold harmless the Rocky Mountain Canoe Club and all of their respective officers, trip coordinators, members, agents, heirs, personal representatives, successors, assigns and insurers (collectively "Releasees") from any and all injuries/death, claims, losses and/or liability whatsoever that Participant(s) may suffer attributable to, arising out of or in any way related to Participant(s)' participation in the Activity and/or the use of Releasees' property, facilities or equipment, whether the same shall arise by Releasees' negligence or otherwise occurring on this dates: _____ / _____ / _____ (canoe loan period)

I accept for use, as is, the equipment in good condition and accept the full responsibility for care of equipment while in my possession. I will be responsible for the prompt replacement at full retail value of all equipment not returned or equipment damaged, other than reasonable wear and tear, which results from the use of this equipment.

I agree to return rental equipment in clean condition to avoid loss of the loan deposit.

The release and waiver of liability as herein contained: (i) is given in consideration for Participant(s)' use of Releasees' property, facilities or equipment which Participant(s) deem adequate, and (ii) shall be construed in accordance with the laws of the State of Colorado. If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, and the failure of Releasees to enforce any provision of this agreement shall not be construed as a waiver or limitation of Releasees' right to subsequently enforce and compel strict compliance with every provision of this agreement. I, the undersigned, have read and understand this release and waiver of liability agreement.

Borrower Signature: _____

Date: ____/____/____