

LAKE-TOYS, LLC
USER'S AGREEMENT & LIABILITY WAIVER

EQUIPMENT : _____

USER is aware that boating/skiing/PWC use and the use of any equipment herein entails known and unknown risks of injury to USER, spectators, and/or any other third parties. This may come as the result of USER'S own actions, including but not limited to the risk of falls and collisions with other skiers, boaters, jet skiers, and other natural or man-made objects. USER hereby agrees to freely and expressly assume and accept all these risks, and to **RELEASE AND HOLD HARMLESS** all of the persons or entities of LAKE TOYS, LLC- its members, managers, agents, or any representatives who might otherwise be liable to USER. The USER also cannot hold his/her heirs, assigns, or spouse accountable for damages- including those resulting from the **NEGLIGENCE** (including but not limited to intentional and/or reckless misconduct) of LAKE TOYS, LLC, its parent subsidiaries, or any affiliate companies. USER further agrees to exercise all necessary and appropriate care for his/her safety, as well as the safety and care of others.

_____ Initialed

I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify LAKE TOYS, LLC, its members, managers, or agents and all other persons or entities from any and all liability, claims, demands, actions, or rights of actions which are related to, arise out of, or are in any way connected with the use of this equipment, and my participation in this activity- including but not limited to **NEGLIGENT ACTS OR OMISSIONS BY LAKE TOYS, LLC (WHETHER BY ITS MEMBERS OR AGENTS), AND THAT ALL OTHER PERSONS OR ENTITIES ARE ALSO BLAMELESS FROM ANY AND ALL: INJURY, DEATH, ILLNESS, DISEASE, AND/OR DAMAGE TO MYSELF OR TO MY PROPERTY. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR IF ANY PROPERTY IS DAMAGED WHILE I AM, OR ANYONE IN MY PARTY IS ENGAGED IN THE USE OF ANY EQUIPMENT FROM LAKE TOYS, LLC, THAT I OR WE WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST LAKE TOYS, LLC OR ANY OF THE ABOVE MENTIONED PARTIES, EVEN IF ANY OR ALL OF THEM NEGLIGENTLY (INCLUDING BUT NOT LIMITED TO INTENTIONAL AND/OR RECKLESS MISCONDUCT) CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.**

_____ Initialed

USER agrees to personally satisfy him/herself as to the safety of Lake Powell's terrain and acceptability for boating/skiing/jet skiing. Furthermore, USER agrees to personally satisfy him/herself as to the safety and condition of the equipment furnished by LAKE TOYS, LLC, and its acceptability for use. USER also further agrees that he/she will not alter the equipment or use any equipment they know or reasonably believe to be in such a state of disrepair that would render such equipment unsafe for its intended use.

_____ Initialed

My signature below indicates that I have read and understand this document, and how it affects my legal rights. I also agree to be bound by its terms and conditions, and that I voluntarily and intelligently make and execute this Agreement- **accepting all indicated terms.**

USER'S SIGNATURE _____ **DATE** _____