

Cloudsplitter Outfitters LLC and Newcomb Guide Service LLC

5302 State Route 28 North, Newcomb, NY 12852 - (518) 582-2583

Name (Please print clearly) (Can be filled out by group leader for multiple rentals, other user must sign page 2)

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Physical address / mailing address

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Town / city

State

Zip Code

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email (optional)

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Driver's License ID #																					State
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Acceptance of Risk and Responsibility, Waiver & Release of Liability

In consideration of Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC furnishing services and /or equipment enabling me to participate in guided activities and/or supervised or unsupervised use of all rented or borrowed equipment, I agree as follows: * _____ (please initial)

I fully understand and acknowledge that (a) risk and dangers exist in my use of Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC equipment and my participation in Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC activities; (b) my participation in such activities or use of such equipment may result in injury or illness including death; (c) the use of alcohol or drugs illicit, or legal will significantly increase the risk of injury or death. (d) These risks may arise from the forces of nature, foreseeable and unforeseeable causes and by the behavioral decisions of myself and/or other persons; by my signing this contract and participating in Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC activities and/or use of equipment, I hereby assume all risk and dangers and all responsibility for any loss/or damages, whether caused in whole or part by the negligence or conduct of the owners, agents, officers, or employees of Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC or any other person including myself.

I, on behalf of myself, my personal representative and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC and its agents from any and all actions, claims, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC equipment or my participation in Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC activities.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND CONTRACT TERMS ON THE BACK OF THIS DOCUMENT AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE CLOUD-SPLITTER OUTFITTERS AND/OR NEWCOMB GUIDE SERVICE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AND TO ABIDE BY THE TERMS OF THE CONTRACT.

Signature _____ Date Signed _____

****** FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under age 18 at time of registration) ******

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Print Name) _____ Date Signed:

_____ PARENT/GUARDIAN'S SIGNATURE (if under 18)

Equipment Rented _____
Date of Rental _____
Date of Return _____

Rental Contract for Watercraft and Tubes

I agree to the following terms of this rental or service contract (please initial as indicated by * on the lines provided):

- * _____ That I will always wear and be responsible for making sure other occupants of the canoe, kayak, boat, SUP or tube will wear the properly adjusted and secured Personal Floatation Device (P.F.D.) provided with this rental/service whenever I am on the water with the rented craft from Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC
- * _____ I agree to pay a reasonable fee for all watercraft listed on this rental contract for repairs to any damage that occurs and for replacement should it become lost or stolen.
- * _____ I agree to use Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC canoe/kayak/boat/tube only on waterways approved by an agent of Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC and understand these boats **cannot be used for whitewater travel.**
- * _____ I agree that when taking any equipment off site, I am fully responsible for any and all occurrences immediately upon exiting the Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC premises.
- * _____ I agree to wear proper foot wear for any and all Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC rental activities. NO BARE FEET.
- * _____ I understand that Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC Watercraft **do not** meet USCG requirements for use at night.

Rental Contract for Bicycles

I agree to the following terms of this rental or service contract (please initial *):

- * _____ I agree to always wear a helmet when riding a Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC bike.
- * _____ I agree to pay a reasonable fee for repairs or replacement or any damage that I am responsible for while using a Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC bicycle. I agree that flat tires are not the responsibility of Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC
- * _____ I acknowledge that the representative of Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC informed me of how to operate the Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC bicycle that included the following basic operation procedures, which may not include every aspect of bicycle operation. **(This section is to be completed completed by representative of Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC: Bike fitting, how to adjust __ Helmet fit __ Shift __ Brakes __ Crouching tiger __ Speed control, when in doubt slow down __ Walk __ Tire pressure, __ Wheel CK)_____**
- * _____ I agree that when taking any equipment off site, I am fully responsible for any and all occurrences immediately upon exiting Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC premises.
- * _____ I agree to wear proper foot wear for any and all Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC rental activities. NO BARE FEET, NO FLIPFLOPS
- * _____ I agree that the fitting of the Cloudsplitter Outfitters LLC and/or Newcomb Guide Service LLC bicycle may not be within the exact specifications of industry recommendations and assume responsibility for discrepancies if they it exists.
- * _____ I agree to yield to all other users for off-road rides including horses and hikers and to communicate with the rider/driver of horse drawn wagons before passing by. I understand that when road riding you must travel on the right road shoulder with the flow of traffic and will yield to all pedestrians.

Additional participant or user/renter signature space. I the undersigned have read the **Acceptance of Risk and Responsibility Waiver & Release of Liability** on the reverse side of this document (**Page #1**) and the rental contract that applies above and agree to all the terms indicated.

Print Name _____ Signature _____ Date _____
Print Name _____ Signature _____ Date _____
Print Name _____ Signature _____ Date _____
Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____