



# Mack's River Equipment, LLC

21 N. King Street  
Leesburg, VA 20176  
703-606-4806  
mikesawyer@yahoo.com

## EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

I, \_\_\_\_\_, acknowledge that by signing this document, I am releasing Mack's River Equipment, LLC and it's stockholders, directors, officers, employees, sponsors, promoters and affiliates (collectively "MRE") from liability. This release form is a contract with legal consequences. **I have been advised to read it carefully before signing.**

**Inherent Risks of Injury:** I understand that there are inherent and other risks involved in RIVER SPORTS. I acknowledge that use of this equipment will cause the participant to encounter inherent risks and hazards that may result in serious injury or death. These risks include, but are not limited to, drowning, broken bones, death, hypothermia, and other horrific personal injuries, the like of which may not be imagined at the time of the ratification of this Agreement. I acknowledge that water conditions and levels of risk will vary constantly because of weather changes. I acknowledge that these are but SOME of the risks of RIVER SPORTS. I further acknowledge that RIVER SPORTS is a damn fooled activity. My acknowledgment of my foolishness is in and of itself a commentary on my recognition that I am responsible for myself and my actions.

**Assumption of Risks and Release of Liability:** I acknowledge for myself and/or for my minor child that I understand, agree and accept the inherent risks and dangers associated with RIVER SPORTS. This release includes a release of all negligent acts of Mack's River Equipment, LLC and "MRE" for myself and/or my minor child from any and all liability for personal injury as a result of participating in RIVER SPORTS. This assumption of risk and release of liability is given in return for the privilege of using the services and equipment of Mack's River Equipment, LLC, which is agreed to be adequate consideration.

**I have carefully read this agreement, understand it, and voluntarily sign it.** I acknowledge it to be legally binding on my heirs and myself. In signing for a minor, I represent I have the authority to do so.

I accept for use **AS: IS** the equipment listed on the attached form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement value, at the current retail cost, of any equipment rented under this form but not returned. I agree to return all rental equipment by the agreed date.

I understand that the sports of RIVER RUNNING and other recreational activities involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from RIVER RUNNING, or which relate in any way to the use of this equipment.

I further agree to defend and indemnify MRE for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment. I agree that any dispute arising under this contract and/or from any use by me of any of the premises or facilities at or of Mack's River Equipment, LLC shall be litigated exclusively in the Loudoun County Circuit Court of Loudoun County, Virginia.. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. I further agree to compensate MRE for its reasonable attorney's fees for all disputes requiring litigation.

**PARTICIPANT UNDERSTANDS AND AGREES THAT THIS FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY RELATED TO THE USE OF THE EQUIPMENT WITHOUT REQUIRING PARTICIPANT TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY UNTIL PARTICIPANT REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY MRE'S AUTHORIZED REPRESENTATIVE. ADULT ACKNOWLEDGES AND UNDERSTANDS THAT BY SIGNING THIS RELEASE ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF CHILD, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY VIRGINIA LAW.**

This Release shall be binding to the fullest extent permitted by law. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of CHILD and that CHILD shall be bound by all the terms of this Release. The Undersigned understands and agrees that if this Release is not signed on behalf of CHILD, the CHILD would not be permitted to participate in the Activity. This Release shall be binding upon PARTICIPANT's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

---

Print Name of Participant

Birth Date

Date of Signing

---

Print Name of Parent/Legal Guardian

Signature of Participant if Over 18 or  
of If Participant is a Minor  
Parent/Legal Guardian of CHILD