



**BIKES And TUBES**

**Tubes and Bikes must be returned to the proper return area. Tubes left in the water or other than designated areas will be subject to a minimum \$50 recovery fee. Lost or damaged equipment is also subject to the following fees – Tubes - \$50 each, life jackets \$10 each, Bikes.... Retail Value**

**Accidental damage to bike rental will be the responsibility of the renter.**

**Little River General Store WAIVER / RENTAL AGREEMENT**

In consideration of participating in the sport of tubing and bicycling and for other good and valuable consideration, I hereby agree to release and discharge Little River General Store, its owners, employees, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree as follows:

1. I acknowledge that the sport of tubing, and bicycling involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death as a result of drowning or brain damage, broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying a tube, or bicycle riding in general, medical conditions resulting from physical activity, and loss of or damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releases. My participation in this activity is pure voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

7. I understand all risks related to COVID-19 and understand that Little River General Store or employees is not responsible for any infection.

**By signing this document, I agree that if my child is hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

Print Parent Name		
Address		
City	St	Zip
Tel #		
Minor Child's Name		
Drivers License # or Credit Card # with three digit code		

I have read and understood this document and I agree to be bound by its terms.

Parent Signature	Date

Unit #	Description	
Date	Time Out	Time In

I have read and understood this document and I agree to be bound by its terms.

Signature	Date