

*****WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT READ BEFORE SIGNING *****

In consideration of being allowed to participate in any way in the program, related events and activities of kayak/ canoe/ paddling and/or hiking (guided or self guided, rental), I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

2. I KNOWINGLY AND FREELY ASSUME ALL RISKS of accident, injury, and/or damages of any type to person or property which may be incurred from or connected in any manner to my participation in the activity, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

3. Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.

4. Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor the full cost of repair or replacement.

5. Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from Vegas Golden Hikes LLC DbA Venture Out Vegas/ Desert River Outfitters. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from

Vegas Golden Hikes LLC DbA Venture Out Vegas/ Desert River Outfitters

6. Renter shall return boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

7. I willingly agree to comply with terms and conditions for participation. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

8. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

9. I, for myself and on behalf of my heirs, successors, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Vegas Golden Hikes, LLC, DBA Venture Out Vegas, its officers, officials, members, contractors, attorneys, agents and/or employees, other participants, sponsors, vendors, advertisers, and, if applicable, owners and lessors or premises used to conduct the event ("RELEASEES"), from any and all claims, actions, causes of action, demands, losses, and liability arising out of or related to any ACCIDENT OR DAMAGES TO PERSON OR PROPERTY, INCLUDING BUT NOT LIMITED TO, INJURY, DISABILITY OR DEATH I may suffer, or any loss or damage to person or property whatsoever, EVEN IF ARISING FROM THE NEGLIGENCE OF ANY, SOME AND/OR ALL OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

10. Participation in this activity(s) may include possible exposure to and illness from COVID-19. While company safety protocols and personal discipline may reduce the risk, the risk of serious illness or even death does exist.

11. The renter is responsible for monitoring the weather and only go out within their skill level. Exposure to outdoor elements including but not limited to severe and/or varied wind, risk of collision, capsizing, sinking, the temperature, or weather is a risk that have been fully informed of the inherent hazards and risks associated with these outdoor activities.

12. I understand it is required by law, and by Vegas Golden Hikes LLC/ Desert River Outfitters, that I will wear a life jacket while utilizing kayak, canoe or paddle board.

First & Last Name / Date

Signature