



RELEASE AND INDEMNITY AGREEMENT

Please Print

Name of Customer: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

The undersigned rents from Tahoe's Mountain Air Sports, Inc. hereafter "Mtn. Air", a raft and related equipment subject to the following terms and conditions:

1. Acknowledgement: Customer understands that there is a risk of property damage, personal injury and/or death and other hazards associated with the use of rafts and rafting. Neither Mtn. Air nor its officers, directors, employees, agents and/or servants has made any representation to me/us other than what is contained in this agreement, the rules of rafting posted on site, and the orientation given to me/us prior to signing this agreement. Customer acknowledges that he/she understands the hazards associated with the use of rafts and the activity of rafting. Customer enters into this agreement freely and voluntarily.
2. Condition of Raft: Customer has inspected the raft and any related equipment rented from Mtn. Air and agrees that it is in good condition, and Customer agrees to return it to Mtn. Air in the same condition.
3. Damage: Customer agrees to pay for and be responsible for any and all damage to the raft and any and all other equipment rented from Mtn. Air resulting from abuse or misuse thereof.
4. Release and Water: For and in consideration of permitting me/us to rent the raft and related equipment, Customer hereby waives all claims and agrees as follows:
 - A. Customer hereby agrees to hold Mtn. Air, its officers, directors, employees, agents and/or servants harmless and indemnify them for any and all loss, damage, liability or expense incurred or claimed by reason of any acts or omissions on customer's part or his/her guests relating to the use of the raft.
 - B. Customer hereby agrees to hold Mtn. Air, its officers, directors, employees, agents and/or servants harmless and indemnify them as to any personal injury or death arising as a result of using the raft, regardless of the cause of personal injury or death including, but not limited to, the negligence of Mtn. Air, its officers, directors, employees, agents and/or servants.
 - C. Customer hereby voluntarily releases, discharges, waives and relinquishes any and all claims or causes of action for property damage, personal injury, or wrongful death arising as a result of using the raft and/or related equipment or facilities of Mtn. Air, regardless of whether such damage or loss is occasioned by the negligence of Mtn. Air, its officers, directors, employees, agents and/or servants.

