

# Living Adventure in NJ, LLC Equipment Rental Agreement and Waiver

I fully understand and acknowledge that 1. Outdoor recreational activities have inherent dangers, hazards and risks; 2. My participation in such activities is voluntary and that these activities and/or equipment may result in illness or injury including, but not limited to strains, fractures, disease, partial and/or total paralysis, death and or other ailments or bodily injuries that can cause serious, severe or permanent disability; 3. These risks and dangers may be caused by the negligence of the owner, employees, officers or agents of Living Adventure in NJ LLC; the negligence of participants, the negligence of theirs, accidents, breaches of contract, forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision-making, including that a guide may misjudge terrain, weather, trail or water conditions, and water level, risk of falling out of or drowning and such other risks, hazards and dangers that are inherent to recreational activities that take place in a outdoor, water or recreational environment.

By my participation in these activities and/or use of equipment, I hereby assume all dangers and risks and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owner, agents, officers, or employees of Living Adventure in NJ LLC, or by any other person, including myself. I also verify that I am in good health, not under the influence of any alcohol or drugs of any kind, nor do I have them in my possession, and am capable of pursuing the sport I am participating in and/or renting equipment for, and that my participation in this activity is voluntary. I also agree to wear a properly secured and approved safety device at all times.

I fully understand and acknowledge that 1. When transportation is offered for a particular event it is a free carpooling service provided in my personal vehicle for the benefit of fuel saving, environmental impact and conserving parking spaces in parks and other outdoor locations; 2. The driver has no commercial license, insurance or training; 3. This is not a shuttle, omnibus, or taxi service; 4. No monies are collected for carpooling, however funds may be paid for outdoor recreational activities, events, classes, lessons and/or rentals.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, hold harmless, discharge, defend and indemnify Living Adventure in NJ LLC and its owner, agents, officers and employees from any and all claims, actions or losses for property damage, bodily injury, wrongful death, loss of services or otherwise which may arise out of my use of equipment or premises or my participation in any activities. I specifically understand that I am releasing, waiving and discharging any actions or claims that I may have at the present time or in the future for the negligent acts or other conduct by the owner, agents, officers or employees of Living Adventure in NJ LLC.

I accept for use, as is, the equipment rented/borrowed from Living Adventure in NJ LLC, and accept full financial responsibility for the care of the equipment rented. I will be responsible for the replacement, at full MSRP value, of any equipment rented under from Living Adventure in NJ LLC, which is lost, stolen, damaged or otherwise not returned to Living Adventure in NJ LLC. I understand that if any equipment is damaged, lost, stolen or otherwise not returned that my credit card will be charged to cover the replacement cost, at full value, of said equipment.

NAME (print): \_\_\_\_\_ I am at least 18 years of age:  (check)

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMERGENCY CONTACT (name & phone): \_\_\_\_\_

I HAVE READ THIS AGREEMENT, WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE LIVING ADVENTURE IN NJ LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CREDIT CARD #(If renting equipment): \_\_\_\_\_ EXP DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ SECURITY CODE: \_\_\_\_\_  
(month & year)

**FOR USE BY LIVING ADVENTURE IN NJ LLC ONLY:**

CHECK:  NAME & ADDRESS VERIFIED BY DRIVERS LICENSE OR OTHER ID.  CREDIT CARD VERIFIED.