

Activity Waiver & Release

THIS ACTIVITY WAIVER & RELEASE (this "Agreement") dated this _____ day of _____, _____

BETWEEN:

(the "Participant")

AND

Goodcents Leasing, LLC DBA Timber Hills of 1369 Valley Rd, Mapleton, KS 66754
(the "Activity Provider")

- The participant agrees to an orientation for electric bike or watercraft, to be performed by Timber Hills staff. _____
 - The participant agrees to remain on agreed trails and waterways with all rental equipment. _____
- The participant agrees that there has been a test drive of electric bike before full rental and is comfortable in operation and safety of equipment. _____
- The participant agrees to thoroughly check electric bike and watercraft before rental period begins for any damage, potential safety issues, and document with photos. _____

Emergency Contact

Emergency contact name: _____

Emergency contact phone number: _____

Test Ride Orientation completed: _____

Participant

Date

THLRCC Test Ride observer

Date

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Consideration**

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant has completed orientation, test drive and agreed all equipment is safe and hazard free. signed this Agreement.

3. **Details of Activity**

3. The Participant will participate in the following activity: Rental of Electric Bike or Watercraft with trolling motor on approved trails and waterways.

4. **Concurrent Release**

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

5. **Fitness to Participate**

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned activity. If required, the Participant will obtain a medical examination and clearance.

6. **Full and Final Settlement**

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.

7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

8. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

10. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas. This includes the Kansas Farm act as posted on THLRCC property. Participant agrees to take full responsibility for and activity as agreed above.

Signature or Participant: _____ Print
Name _____

If under 18, Signature

Of Parent or Guardian: _____ Print
Name _____

Address _____

Phone Number(s) _____

Date _____