

Read Carefully  
WAIVER AND RELEASE OF LIABILITY

In consideration of Denton Enterprises LLC dba East Bay Tours and Rentals furnishing services and/or equipment to enable me to participate in activities using equipment provided by the above. I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: a) inherent risks, dangers and hazards, and such exists in my use of equipment rented, leased, or purchased from Denton Enterprises LLC , dba East Bay Tours and Rentals; b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of East Bay Tours and Rentals or any other business or agent of corporate shareholders individually; the negligence of the participants, the negligence of others, accidents, breaches of contract, the 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 or instructor or participant may misjudge terrain, water conditions, weather, trail or water route location, and water conditions, risks of falling out of or drowning while in a canoe or kayak, any risks incurred while riding a bicycle, including all types of falls, equipment failures, collisions with pedestrians, other bicycles, or motorized vehicles, and such other risks, hazards and dangers that are integral to recreational activities and/or damages, whether caused in whole or in part by the negligence or other conduct of Denton Enterprises LLC, dba East Bay Tours and Rentals, or any other business or agent of corporate shareholders individually.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Denton Enterprises, East Bay Tours and Rentals, or any other business or agent of corporate shareholders individually shall be Bay County Florida.

**I HAVE READ THE ABOVE WAIVER ANDE RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE DENTON ENTERPRIZES LLC, DBA EAST BAY TOURS AND RENTALS, OR ANY OTHER BUSINESS OR AGENT OF EAST BAY TOURS AND RENTALS, OR SHAREHOLDERS INDIVIDUALLY, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

\_\_\_\_\_ DATE

*I hereby agree to accept full financial responsibility for any loss or damages to rental equipment. I will return any items in working and clean condition; items returned dirty or covered in sand are subject to a cleaning fee. Bay County does not allow items to be delivered to the beach; No items shall be picked up from a beach. Any items left on a beach will be subject to a fee of \$50.00 and or fine. By signing this contract I understand that my credit card will be charged accordingly for any of the above violations.*