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## KAYAK LAUNCH SITE RELEASE OF LIABILITY

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (the "Renter/User") in favor of Ocean Beach and Bay Club, a non-for-profit corporation, and their directors, officers, employees, and agents (collectively, "OB&BC").

The Renter/User hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver:** The Renter/User does hereby release and forever discharge and hold harmless OB&BC and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from use of the kayak storage rack or kayak launch site.

**Activities with OB&BC:** The Renter/User understands that this Release discharges OB&BC from any liability or claim that the Volunteer may have against OB&BC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Renter/User using their assigned kayak storage rack of launching from the kayak launch site, whether caused by the negligence of OB&BC or its officers, directors, employees, or agents or otherwise. The Renter/User also understands that OB&BC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment:** The Renter/User does hereby release and forever discharge OB&BC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the use of the kayak storage rack or kayak launch site.

The Renter/User hereby expressly and specifically assumes the risk of injury or harm in the activities associated with the kayak storage rack or kayak launch site and releases OB&BC from all liability for injury, illness, death, or property damage resulting from the activities.

**Other:** The Renter/User expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Jersey. The Renter/User agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Renter/User has executed this Release as of the day and year first above written.

Renter/user Name (Print Please) \_\_\_\_\_

Renter/User Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Renter/User Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

\*\*\*\*\* If the renter/user is under the age of 18 a parent or legal guardian must sign.\*\*\*\*\*

Parent Signature: \_\_\_\_\_(if under the age of 18)

In case of emergency, please contact:

Name \_\_\_\_\_

Relation \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Please list other family members that have permission to use kayak. These family members are included in this release of liability.

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_