



**Aura Outfitters LLC**  
4101 Wildwood Drive, Delavan, WI 53115  
(262) 203-0852  
www.auraoutfitters.com

**GROUP WAIVER AND RELEASE OF LIABILITY AGREEMENT (READ BEFORE SIGNING)**

**I. DISCLAIMER**

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Aura Outfitters LLC. (For purposes of this Waiver and Release the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Aura Outfitters LLC.) The undersigned agrees that he/she/organization is also signing this Release on behalf of undersigned's minor children or associated parties of the Renter. (For purposes of this Waiver and Release the term "Renter" includes all affiliated parties of the undersigned that use the rental equipment received from Aura Outfitters LLC by the undersigned.) The Renter agrees that he/she/organization will be personally liable for any damages.

INITIALS \_\_\_\_\_

**II. EXPRESS ASSUMPTION OF RISK**

The Renter hereby agrees that renting, operating or using the equipment provided by Rental Company at their own risk. The undersigned agrees that he/she/organization is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result.

INITIALS \_\_\_\_\_

**III. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned agrees that Rental Company shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental operation, or use of equipment provided by Rental Company, including but not limited to drowning, hypothermia and other related injuries, collisions with other stationary objects, physical contact/collisions with the rental equipment itself or conditions created by the same, and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rental Company shall not be responsible for any such injuries, damages, loss or theft, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rental Company.

INITIALS \_\_\_\_\_

**IV. LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees he/she will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other equipment and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company.

INITIALS \_\_\_\_\_



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**V. ACKNOWLEDGMENT OF WAIVER AND RELEASE**

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The Undersigned further states that he/she/organization has carefully read the foregoing Waiver and Release, knows the contents therefore, and has signed this Release as his/her own free act. The undersigned also understands that he/she/organization has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her/organization's right to do so. By executing this document the undersigned warrants that he/she/organization is fully aware that he/she is waiving any right he/she may have to bring legal action to assert a claim against Rental Company for Rental Company's negligence.

INITIALS \_\_\_\_\_

**VI. SEVERABILITY**

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term, shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect.

INITIALS \_\_\_\_\_

**\*\*\*IMPORTANT: DO NOT SIGN WITHOUT READING - READ RELEASE BEFORE SIGNING\*\*\***

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is reasonable.

**THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL DECEMBER 31, 2018 UNLESS TERMINATED BY EITHER PARTY IN WRITING.**

PRINT NAME: \_\_\_\_\_

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

ORGANIZATION: \_\_\_\_\_

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