

## NOTICE! - RELEASE OF LIABILITY, CLAIM WAIVER, AND ASSUMPTION OF RISK AGREEMENT

By opening and assembling this product, you are agreeing (1) to be bound to the terms set forth below and (2) to require anyone using this product to be bound by such terms. If you are unwilling to be bound by these terms, return this product (before use) for a full refund.

**ASSUMPTION OF RISK:** Use of this product and any of its components involves certain inherent risks, dangers, and hazards which can result in serious personal injury and death. In using the product, you freely agree to assume and accept any and all known and unknown risks of injury while using this equipment. The risks inherent in the sport can be greatly reduced by abiding by the Warning Guidelines listed in this Owner's Manual and by using common sense.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of the sale of the product to you, you hereby agree to the fullest extent permitted by law as follows:

**TO WAIVE ANY AND ALL CLAIMS:** that you have or may in the future have against Aquaglide, its distributors and dealers, resulting from use of this product and any of its components.

**TO RELEASE:** Aquaglide from any and all liability for any loss, damage, injury, or expense that you or any users of this product may suffer, or that your next of kin may suffer, as a result of the use of this product, due to any cause whatsoever, including negligence or breach of contract on the part of Aquaglide in the design or manufacture of this product and any of its components.

**ARBITRATION:** In further consideration of the sale to you of this product and any of its components, you hereby agree to submit to binding arbitration any and all claims which you believe you may have against Aquaglide arising from the use of any Aquaglide equipment or products. The arbitration shall be pursuant to the rules of the American Arbitration Association. Arbitration shall be commenced within (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in Washington unless otherwise mutually agreed to by all parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any Court of competent jurisdiction.

**BINDING EFFECT OF AGREEMENT:** In the event of your death or incapacity, this Agreement shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns, and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, you are not relying upon any oral or written representations other than what is set forth in this agreement and the Aquaglide Owner's Manual.

### **36 Aquaglide**

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1.855.502.AQUA
DESIGNED IN THE PACIFIC NORTHWEST OF THE
UNITED STATES AND TESTED GLOBALLY
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# 36 Aquaglide

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#### NAVARRO 145 SINGLE DECK COVER OWNER'S MANUAL

DESIGNED IN THE PACIFIC NORTHWEST OF THE UNITED STATES AND TESTED GLOBALLY

## **WARNING**



#### Stop! Read this manual carefully before using this product!

It is the owner's responsibility to read the owner's manual and instruct all users in the safe operation of these products. By inflating these products you hereby agree to the Release of Liability, Claim Waiver, and Assumption of Risk Agreement in this manual. Please read this manual prior to inflating and using these products and keep for future reference. As with any action sport, recklessness, inexperience, misuse, or neglect of the equipment may result in serious injury or death.

### **WARNING**

Use of this product and participation in watersports involves inherent risks of injury or death

- This product should never be used by children except under adult supervision.
- Not intended for use by children under 5 years of age.
- This products is not a personal floatation device.
- Always wear a floatation vest (PFD) as required by the authorities in area of use.
- Never place wrists or feet through handles.
- Do not use in water less than the specified minimum water depth for this product.
- Do not use without the specified minimum safe distance away from shore, docks, pilings or other hard objects.
- Never swim under this product.
- Do not jump or dive from this product.
- Do not exceed the manufacturer's recommended number of users for this particular product.
- Do not use while under the influence of alcohol or drugs.
- Read Owner's Manual before use.

## CAUTION

Watersports can be safe and fun for all levels of enthusiasts. The Owner's Manual is presented to enhance your enjoyment of the sport and to alert you to some of the potentially dangerous conditions that can arise in all watersports. It is the owner's responsibility to read the owner's manual and instruct all users in the safe operation of these products. By inflating these products you hereby agree to the Release of liability, Claim Waiver, and Assumption of Risk Agreement in the Owner's Manual.

To reduce the risk of injury or death, follow these guidelines:

- Carefully read the product Owner's Manual and follow the instructions.
- Take all reasonable precautions in the use and operation of your kayak.
- Teach anyone using your kayak about safe guidelines prior to use.
- Know your own limits and act responsibly. Do not paddle alone.
- Stop when you are tired.
- Be in good physical condition and be cautious in your use of this or any other watersports product.
- Do not paddle where the potential exists for dangerous conditions.
- Be aware of appropriate river water levels, tidal changes, dangers.
- Dress appropriately. Water and weather conditions can quickly cause hypothermia.
- Periodically check all equipment to ensure safety. Replace any portion of the equipment that shows signs of wear.
- Do not add any hardware or attachments not otherwise supplied by the manufacturer.

THE WARNINGS AND PRACTICES SET FORTH ABOVE REPRESENT SOME COMMON RISKS ENCOUNTERED BY USERS AND DOES NOT PURPORT TO COVER ALL INSTANCES OF RISK OR DANGER. PLEASE USE COMMON SENSE AND GOOD JUDGMENT.

**WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov

## **ASSEMBLY**







