

Lake White Boat Rentals, LLC

Waverly, OH 45690

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PADDLE SPORTS LIABILITY RELEASE AND RENTAL AGREEMENT

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

I, _____, acknowledge that I have voluntarily rented a kayak, canoe, paddle board, or other paddle sports boat from Lake White Boat Rentals, LLC for my personal use. In consideration of being permitted to rent this equipment, I hereby agree to the following terms and conditions:

1. ACKNOWLEDGEMENT OF RISK

I acknowledge that paddle sports activities, including kayaking, canoeing, paddle boarding, and the use of other paddle sports boats, are potentially dangerous activities and that there are inherent risks involved, including but not limited to the risk of serious bodily injury, death, or property damage. These risks may arise from weather conditions, water currents, collisions, equipment failure, or my own actions or inactions. I affirm that I am aware of these risks and hazards and voluntarily assume all such risks.

2. RELEASE OF LIABILITY

To the fullest extent permitted by law, I release and discharge Lake White Boat Rentals, LLC, its officers, directors, employees, agents, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by me or any third party as a result of my use of the equipment, except for claims arising from gross negligence or willful misconduct by Lake White Boat Rentals, LLC.

3. INDEMNIFICATION

I agree to indemnify and hold harmless Lake White Boat Rentals, LLC, its officers, directors, employees, agents, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by me or any third party as a result of my use of the equipment, except for claims arising from gross negligence or willful misconduct by Lake White Boat Rentals, LLC.

Date: _____ Driver's License # _____

Launch Time: _____ Initial _____ Return Time: _____ Initial _____

4. ASSUMPTION OF RISK

I expressly assume all risks associated with paddle sports activities, including but not limited to risks arising from weather conditions, water currents, collisions, equipment failure, or my own actions or inactions. I understand that these risks may result in serious bodily injury, death, or property damage, and I voluntarily accept and assume full responsibility for any harm or injury that may result from my participation.

5. RESPONSIBILITY FOR LOST OR DAMAGED ITEMS

I agree to pay Lake White Boat Rentals, LLC for any lost or damaged items that may occur during my rental period, as outlined in the rental agreement. I acknowledge that I am responsible for the equipment and any associated items during the rental period. Lake White Boat Rentals, LLC will provide an itemized repair or replacement bill for any damages or losses, which I agree to pay promptly.

6. TIMELY RETURN OF EQUIPMENT

I agree to return the equipment and any associated items to Lake White Boat Rentals, LLC on the agreed-upon date and time. I acknowledge that failure to return the equipment on time may result in additional fees, which will be disclosed in advance. Late fees will be charged at a rate of \$20.00 per hour or part thereof.

7. COMPLIANCE WITH LAWS AND SAFETY REQUIREMENTS

I agree to comply with all local, state, and federal laws applicable to paddle sports activities and watercraft use. I further agree to follow all safety instructions and guidelines provided by Lake White Boat Rentals, LLC, including wearing a life jacket at all times while on the water.

8. VOLUNTARY PARTICIPATION

I affirm that my participation in paddle sports activities and my execution of this agreement are entirely voluntary. I acknowledge that I have been given a reasonable opportunity to review this agreement before signing and that I am free to consult legal counsel regarding its terms if I so desire.

9. MEDICAL CONDITIONS

I affirm that I am not under the influence of alcohol, drugs, or any medication that may impair my ability to safely operate the equipment. I further affirm that I do not have any medical conditions that would make paddle sports activities unsafe for me.

10. ADDITIONAL INDEMNIFICATION AND LEGAL FEES

I agree to indemnify Lake White Boat Rentals, LLC for any legal fees, costs, or expenses incurred in enforcing this waiver or defending against claims arising from my use of the equipment. This includes, but is not limited to, attorney fees, court costs, and other related expenses. I further agree to reimburse Lake White Boat Rentals, LLC for any such costs promptly upon demand.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any disputes arising from this agreement shall be resolved through mediation or other alternative dispute resolution procedures before resorting to litigation.

12. ACKNOWLEDGEMENT AND ACCEPTANCE

I have read and understood this Paddle sports Liability Release and Rental Agreement. By signing below, I acknowledge that I am voluntarily entering into this agreement and accept its terms.

Today's Date: _____

Signature: _____

Printed Name: _____

Accompanied Minors: The above liability release and rental agreement will apply to each minor under your supervision during the rental period. Please list minors, their date of birth and your signature to acknowledge your agreement.

Name _____ **Date of Birth** _____

Name _____ **Date of Birth** _____

Name _____ **Date of Birth** _____

Name _____ **Date of Birth** _____

Signature: _____