

CANOE DUDE, LLC RENTAL AGREEMENT

TERMS OF USE

1. WEARING OF CANOE DUDE, LLC ISSUED PERSONAL FLOATATION DEVICES IS REQUIRED AT ALL TIMES WHEN USING CANOE DUDE, LLC WATER CRAFT.

2. I acknowledge that water sports have inherent risks, which include, but are not limited to the potential for permanent paralysis and death. Because of this, I agree:

- a) I will at all times follow all applicable nautical rules of the waterways;
- b) I will at all times be conscious of factors which could affect my ability to safely operate the water craft, such as weather, wind, and visibility;
- c) I will at all times take necessary measures to avoid the risk of collision with all buoys, docks, vessels, swimmers, and objects, whether fixed in place or floating freely;
- d) I recognize that I am operating a non-motorized water craft, understand that I can expect motorized water craft to yield to me, and agree that in they even that they fail to do so, I will yield to them for my safety and the safety of my passengers;
- e) I acknowledge and agree that I will be charged a \$150.00 fee for recovering water craft that I abandon, and \$75.00 if I require rescue.

3. I acknowledge the weight capacity for the water craft I am renting, and I agree that I will not exceed that capacity.

4. I acknowledge that the local waterways may pose their own hazards, and I agree that I will pay attention to all traffic on the waters, including that emerging from side channels and slips, and floating debris, and that I will avoid all identified hazards.

5. I acknowledge that I am required to report all damage to the water craft, or caused by my use of the water craft to Canoe Dude, LLC upon the return of the water craft upon completion of my use, and that Canoe Dude, LLC may determine in its discretion that such damage is my fault, and agree that Canoe Dude, LLC may charge me accordingly.

6. I acknowledge that operation of the vessel requires vigorous physical activity.

7. I acknowledge and agree that Canoe Dude, LLC may decline to rent to me, if, in its employees' or owner's discretion, I am not capable of safely operating the water craft.

8. I acknowledge that water craft I am renting is not a toy, and I will not use it to collide with other water crafts, objects in the water, or people.

9. I acknowledge that beaching the water craft or swimming from the water craft is not permitted.

10. I acknowledge that docking at any dock along the canals is prohibited.

11. I acknowledge that I am not permitted to operate the water craft under the influence of drugs or alcohol, and that drugs and alcohol are not permitted on the water craft.

12. I acknowledge that I must know how to swim in order to rent, use, and be a passenger in the water craft.

13. I acknowledge and agree to the following age and use restrictions for CANOE DUDE, LLC rentals:

- a) Children under age five are not permitted in or on water craft;
- b) Renters must be at least 18 years of age to rent a water craft;
- c) Persons under 18 years of age must have a person 18 years of age or older with them at all times when using a water craft;
- d) No animals are allowed in or on water craft;
- e) Use of water craft is limited to Ocean Shores canals only; use on any other body of water is prohibited.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND HOLD HARMLESS

14. I KNOWINGLY AND FREELY ASSUME THE RISKS, UNKNOWN AND UNKNOWN OF THE USE OF THE VESSEL I AM RENTING, EVEN IF SUCH RISK ARISES FROM THE NEGLIGENCE OF CANOE DUDE, LLC OR OTHERS, AND I ASSUME RESPONSIBILITY FOR MY PARTICIPATION IN THE ACTIVITY.

15. I, on my own behalf, and that of my heirs, assigns, next of kin, and personal representatives, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS CANOE DUDE, LLC, its members, officers, owners, officials, employees, agents, other participants, advertisers, and the lessors of the premises it uses, from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY, OR DEATH, any loss or damage to person or property which I may suffer, WHETHER ARISING FROM THE NEGLIGENCE OF CANOE DUDE, LLC OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RENTAL AGREEMENT, AND ITS RELEASE OF LIABILITY AND HOLD HARMLESS AND INDEMNIFICATION PROVISIONS, I FULLY UNDERSTAND ITS TERMS AND CONTENTS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT.

Responsible Party:

Print Name: _____

Age _____

Date _____

FOR PARENTS OR GUARDIANS OF MINOR PARTICIPANTS
(UNDER 18 YEARS OF AGE AT TIME OF RENTAL)

This is to certify that I, as parent or guardian, with legal responsibility for the minor, do consent and agree to his/her release as provided above for CANOE DUDE, LLC and all associated parties and entities, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless CANOE DUDE, LLC, and all associated parties from any and all liability to my minor child's involvement or participation in the rental and use of the vessels pursuant to this Rental Agreement, EVEN IF ARISING FROM THE NEGLIGENCE OF CANOE DUDE, LLC, to the fullest extent permitted by law.

Minor Child's Name(s):

Parent/Guardian:

Print Name: _____

_____ Date