

## **Mid Michigan RV Rental LLC Kayak Rental Agreement** **Waiver and Release of Liability**

**Assumption of Risk:** I understand and accept that renting this kayak and participating in kayaking, or related activities, exposes me to many hazards and entails an unavoidable risk of death, personal injury (including but not limited to drowning or bodily injury) and loss of or damage to property. I also understand I should be in good physical and overall health to participate in kayaking. I choose to rent kayak(s) and participate in kayaking in spite of these risks and hereby assume all risk of injury or loss of life to myself and/or my child(ren) of whom I am responsible for, and loss of or damage to property arising out of renting the kayak(s) and participating in kayaking. I understand the inherent risk involved in using this equipment and accept full responsibility for any and all such damage or injury which may result.

**Waiver and Release:** In consideration of renting kayak(s) from Mid Michigan RV Rental LLC, I specifically release and forever discharge Mid Michigan RV Rental LLC and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this kayak and participating in kayaking. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Mid Michigan RV Rental LLC or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release Mid Michigan RV Rental LLC and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Mid Michigan RV Rental LLC or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting kayak(s) or participating in kayaking, I will have no right to make a claim or file a lawsuit against Mid Michigan RV Rental LLC or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I hereby commit to wearing a life jacket at all times while using the kayak.

**Initial:** \_\_\_\_\_

I hereby agree that all children under the age of 18 whom I am responsible for will be named below on page 3 and will wear a life jacket and be accompanied by a responsible adult at all times while using the kayak.

**Initial:** \_\_\_\_\_

I understand that this activity may result in severe injury, including but not limited to drowning or bodily injury.

**Initial:** \_\_\_\_\_

I understand that accessories such as cargo (dry bags, etc) can change the dynamics and/or weight & balance of kayak(s), and can create additional risks for the participant.

**Initial:** \_\_\_\_\_

I understand that this activity may result in hazards posed by other kayakers, boat traffic, or water and weather conditions.

**Initial:** \_\_\_\_\_

I understand the basics of how to safely enter/exit and paddle a kayak. **Initial:** \_\_\_\_\_

I understand that when in doubt, I shall give other boaters right-of-way and will operate the rental kayak safely and in accordance with all boating rules and regulations.

**Initial:** \_\_\_\_\_

I understand that this kayak does not have navigation lights and that I will not operate it at dawn, dusk, night, or when visibility is poor.

**Initial:** \_\_\_\_\_

I understand that kayak rentals are add-ons to my RV rental with Mid Michigan RV Rental LLC, and upon return of the rented kayak(s) Mid Michigan RV Rental LLC will inspect it for damage. If damage is discovered, Mid Michigan RV Rental LLC reserves the right to levee additional fee(s) on my financial institution used to book RV Rental, and/or retain funds from the RV Rental security deposit.

**Initial:** \_\_\_\_\_

Mid Michigan RV Rental LLC staff has answered any and all questions I have asked.

**Initial:** \_\_\_\_\_

I have carefully read and understood the above. I understand this is an assumption of risk, waiver and release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Emergency Contact Name & Number: \_\_\_\_\_

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**Please fill out the below information if minor(s) will be using kayak(s):**

Legal Name(s) of any & all **minors** under the age of 18 whom will use kayak(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

By signing, I agree I am the legal parent/guardian of the above named minor(s) and understand I am fully responsible for the safety of the minor individuals, and no other individuals who are not named above will be using kayak(s). I also waive Mid Michigan RV Rental LLC and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this kayak and participating in kayaking.