

KAYAK RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING DOCUMENT.

In consideration for being permitted to rent and use kayaks and related equipment (the "Equipment") from Paddlefish Kayak Rentals ("the Company"), I, the undersigned ("Renter"), agree to the following:

1. Rental Agreement

- I agree to rent the Equipment described herein for the agreed rental period.
- I accept full responsibility for the Equipment and agree to pay for any loss, theft, or damage to the Equipment, beyond normal wear and tear, during the rental period.
- I will return the Equipment in the same condition as received.
- I agree to abide by all applicable laws, regulations, and safety guidelines while using the Equipment.

2. Assumption of Risks

- I understand that kayaking involves inherent risks, including but not limited to:
 - Capsizing
 - Falling out of the kayak
 - Collisions with other watercraft, objects, or natural obstacles
 - Strong currents, tides, and changing water conditions
 - Exposure to weather conditions, including sun, wind, rain, and extreme temperatures
 - Encounters with wildlife
 - Drowning
 - Injury or death
- I am aware that these risks may be increased by my own negligence or the negligence of others.
- I voluntarily assume all risks associated with renting and using the Equipment.

3. Physical Condition and Competency

- I certify that I am physically fit and have the necessary skills and abilities to safely operate the Equipment.
- I have no medical condition or disability that would endanger myself or others while using the Equipment.
- I will not use the Equipment while under the influence of alcohol, drugs, or any

other impairing substance.

4. Release of Liability and Waiver of Claims

- I, for myself, my heirs, executors, administrators, assigns, and personal representatives, hereby release, waive, and forever discharge the Company, its owners, officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Released Parties") from any and all claims, liabilities, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, and demands whatsoever, in law, admiralty, or equity, which against the Released Parties, I ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever, arising out of or in any way related to my rental or use of the Equipment.
- This release includes, but is not limited to, any claims for personal injury, death, property damage, or economic loss, whether caused by the negligence of the Released Parties or otherwise, to the fullest extent permitted by law.

5. Indemnification

- I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, liabilities, claims, demands, damages, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way related to my rental or use of the Equipment, including but not limited to any claims brought by third parties.

6. Severability

- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.

8. Acknowledgment

- I have carefully read this Agreement, understand its contents, and voluntarily agree to its terms. I am aware that by signing this Agreement, I am giving up certain legal rights, including the right to sue the Company.

Renter's Signature

Renter's Printed Name

Date

Renter's Address

Emergency Contact Name

Emergency Contact Phone Number

Minor's Participation Consent (Kentucky)

Child: _____ **DOB:** _____

Parent/Guardian: _____

I consent to my child's kayaking activity and agree they are bound by the above Waiver & Assumption of Risk.

Parent/Guardian Signature: _____

Date: _____