

## Rental Agreement and Liability Waiver

Prices, equipment availability, and rental policies subject to change without notice.

### General Policies

- Photo ID and/or Current Driver's license is required at the time of pick-up.
- You must be 18 yrs. old or older to rent or have parent's authorization.
- Individuals named on the contract are required to submit credit card information at the time of reservation and/or rental.
- Payment in full for all rentals is due at the time of reservation.
- Sky Lakes Wilderness Rentals LLC reserves the right to refuse to any individual(s).

### Cancellation Policy

- Cancellations made five (5) days or more of pick-up date: customers will receive a 90% refund (minimum \$1.00 retained by Sky Lakes Wilderness Rentals LLC all refunds based on subtotal).
- Cancellations within four to one day(s) or less of pick-up date will receive a 50% refund or a 75% Sky Lakes Wilderness Rentals LLC voucher (good for one year).
- Cancellations within 24 hours or less of scheduled pick-up will not receive any refund.
- There are no refunds for illness, weather, early returns or non-usage.
- Individual named on the contract must be present at the time of pick-up or item(s) will not be released.

### Check-Out Procedures

When returning rentals to Sky Lakes Wilderness Rentals LLC, you are responsible for inspecting all equipment carefully and to bring any missing or damaged equipment to a staff member's attention. Make sure any discrepancies are noted on the rental agreement. Failure to note any discrepancies may result in a fee for damaged or missing equipment. If needed, please ask a staff member for assistance with inspection and/or instructions on how to properly set-up the equipment.

### Check-In Procedures

Equipment must be returned within 1-hour of the time and date listed on your contract. Returns later than 1 hour of the listed time may incur a late fee. A cleaning fee of \$5.00 per boat will be collected if they are not returned in the same condition they left. You will be charged for equipment that is dirty, damaged, or missing, up to and including the cost to replace such equipment at the current equipment costs, regardless of the age of the equipment.

Equipment left unattended (during closed hours) at Sky Lakes Wilderness Rentals LLC will be charged a \$25.00 fee regardless of the reason unless arrangements are made before hand with a staff member. Should the equipment be lost or stolen while left unattended, the renter will be responsible for all replacement costs at full retail prices. Please do not leave equipment unattended.

Equipment Damage: Rental Fees do not cover any portion of damages to equipment. Any damaged equipment interfering with the rental or reservation of another will be charged the entire cost of the other rental in addition to all equipment repair and/or replacement costs.

## Late Fees

Late fees are assessed at 1.5 times the daily rate for each day the equipment is not returned- including holidays and closed dates. This is strictly enforced as it jeopardizes another person's trip. Any late equipment affecting another person's rental will be charged the entire cost of the other rental.

## Rental Responsibilities

I hereby agree that by renting this kayak(s) SUP (s) bike(s) or other gear from Sky Lakes Wilderness Rentals LLC, I accept liability for any damages or injury that may occur while using any of the equipment regardless of its condition rented from Sky Lakes Wilderness Rentals LLC. By signing this agreement, I understand that I am waiving my right to bring a court action to recover compensation or to obtain any other remedy for any injury to myself, my property, or my death, however caused, arising out of my use of any equipment or programs of Sky Lakes Wilderness Rentals LLC. I understand that there are inherent risks associated with water sports, bicycling and other outdoor activities. **I acknowledge that I have the necessary skills to use the rented equipment properly.** I also acknowledge that I will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards. I am aware of hazards associated with the use of outdoor equipment, including, but not limited to physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I further agree that I must sign Sky Lakes Wilderness Rentals LLC's Liability Release & Hold Harmless Agreement prior to using any rental equipment.

I understand that equipment and safety devices are provided for my use (such as flotation devices, etc.). I agree that I will be solely responsible for proper use of safety and other equipment and procedures. It is my responsibility to inspect all equipment prior to use.

I agree that if I damage, lose, or misplace any item I rent from Sky Lakes Wilderness Rentals LLC, that I will pay for these losses or damages according to prices listed later on this form. I agree that if Sky Lakes Wilderness Rentals LLC incurs any costs associated with recovery of payment for damages or losses (such as court costs) that I will reimburse or pay Sky Lakes Wilderness Rentals LLC for these costs as well as the cost of the damaged or lost items. If I do not return the product within 3 working days of the due date, I authorize Sky Lakes Wilderness Rentals LLC. to charge the full retail purchase price of the products (see below) to my credit card. I understand and agree that I am fully responsible for any damage to the product or loss during the time it is checked out to me and if damage or loss occurs, I authorize Green Adventure Sport Rental, LLC. to charge the cost of replacement or repair to my credit card.

It is solely the discretion of Sky Lakes Wilderness Rentals LLC to determine if damaged equipment will be repaired or replaced at the renter's expense.

I (renter) am responsible for securing all kayaks, bicycles, paddles, SUPs, life jackets and other equipment before driving. I understand that loading a kayak, bicycle, SUP, or other equipment into or onto my vehicle has the potential to cause damage to person or property during loading, unloading or transport of the equipment. It is my choice to have the boat loaded/unloaded by the Sky lakes Wilderness Rentals LLC staff and I agree to assume responsibility for any damages. I will not hold Sky Lakes Wilderness Rentals LLC or its staff liable for any damages to person or non-rental equipment property that may occur due to loading, unloading or transport of this rental equipment.

I also understand that it is the renters' responsibility to ensure that any required permission forms, trip permits, invasive species tags, boating permits, and trainings are completed and up to date prior to launching boats. I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

By signing below, I attest that I have read, understood and agreed to these conditions. My signature further indicates that all information provided on the rental sheet is true and correct.

## Rented Items & Estimated Replacement Costs

<b>Kayaks</b>	<b>Est. Cost</b>		<b>Accessories</b>	<b>Est. Cost</b>
Pelican 10'	\$450.00		Paddles	\$50.00
Lifetime 10'	\$450.00		Foam Car Mount (each)	\$20.00
Aruba Tandem 13'	\$550.00		Tie Downs (each)	\$10.00
Aruba Dolphin 10'	\$450.00		Life Vests	\$50.00
Lifetime 8'	\$350.00		Kayak Seats	\$100.00
<b>Bicycles</b>			<b>Accessories</b>	
Schwinn 26" Mountain	\$160.00		4 Bike Carrier – Receiver Type	\$150.00
Schwinn 26" Cruiser	\$160.00		Helmet	\$30.00
North Woods Tandem	\$220.00		Cable Lock	\$15.00
Schwinn 24" Mountain	\$160.00			
<b>Other</b>				
Fishing Pole	\$25.00		Small Ice Chest	\$25.00
Fishing Net	\$25.00		Medium Ice Chest	\$45.00
Fishing Pole Holder	\$25.00		Paddle Board	\$650.00
Pop Up Canopy	\$100.00		Binoculars	\$75.00
Pop Up Wall	\$20.00		Blue Tooth Speaker	\$45.00
Folding Chairs	\$30.00		Whistle	\$15.00

Lost or abandoned equipment will be billed \$50 per hour for recovery time.

All repair work (such as patching) will be billed \$50 per hour plus materials.

Bent paddles, folded (wrapped) canoes, and badly damaged watercraft will be charged for replacement.

It is solely the discretion of Sky Lakes Wilderness Rentals LLC to determine if damaged equipment will be repaired or replaced at the renter's expense.

Prices are subject to change.

**A cleaning fee will be charged at \$5 per item if equipment is returned dirty.**

Printed Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver's License # and State of issuance (required) \_\_\_\_\_

Where did you hear about us?

Google  Word of Mouth  KSL  Yelp  Yellow Pages  Parade  Returning Customer  Other \_\_\_\_\_

Would you like Specials, Deals, and other Promotional materials From Green Adventure Sport Rentals emailed to you periodically (your email address will not be shared)? Yes  No

E-mail Address \_\_\_\_\_

Date and Time of Checked Out/Pickup \_\_\_\_\_ Cost \_\_\_\_\_

Date and Time Due Back \_\_\_\_\_ Paid \_\_\_\_\_

Checked Out by Staff Member \_\_\_\_\_

Note any damage of rental equipment before check out here:

\_\_\_\_\_  
By signing below, you agree to all terms and conditions of this agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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*For Office Use Only*

**ID**

*Date and Time Returned* \_\_\_\_\_

*Note Condition of Equipment after Return here:*

\_\_\_\_\_  
\_\_\_\_\_  
*Staff Member who inspected the equipment and completed the Return* \_\_\_\_\_

[www.skylakeswild.com](http://www.skylakeswild.com)