

Signed:

## Merrimack Parks & Recreation 116 Naticook Road Merrimack, NH 03054

## CANOE & KAYAK STORAGE RENTAL APPLICATION Storage Season: Memorial Day to Columbus Day July 1st, 2025 – October 13<sup>th</sup>, 2025

The Town of Merrimack Parks & Recreation Department rents out rack space for storage of personal canoes & kayaks to Merrimack residents, which is offered through an annual lottery system; with those selected in the lottery paying \$75.00 per season per boat. Payment must be received in full prior to space being assigned.

First Name: Last Name:		
Home Address (Merrimack Residents Only:		
Home Telephone :	Cell Phone :	
Email Address:		
Type of Boat Color	Manufacturer	Model
Storage Regulations:		
<ul> <li>All owners are responsible for securing their</li> <li>All boats must be secured with a chain or cale</li> <li>Only the boat listed above can be placed in the At the time of approval, you will be provided boat for verification.</li> <li>Boats may not be left in a manner that interference will be no refunds of the canoe/kayake</li> <li>Vessels must be removed by the end of the second to be inviolation of the agreence privileges.</li> </ul>	ble and locks.  the rack.  If with a marine grade sticker which recessive with other rack users.  The rental fee.  The reaction of the rack of the recession of	nust be affixed to your
I hereby certify that I am a resident of the Town of Mabove and the terms & conditions listed on the followhereby waive any and all claims against the Town of vessel.	wing pages which must also be signe	d. Furthermore, I
For questions, please contact the Merrimack Parks &	& Recreation Department at 603-882-	1046.



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## CANOE & KAYAK STORAGE TERMS & CONDITIONS Storage Season: July 1st – October 13th, 2025

In consideration of receiving this temporary, conditional, and revocable license to use a rental rack ("Equipment") provided by the Town of Merrimack, the renter agrees to the following terms & conditions:

- The Town of Merrimack reserves the right and authority to revoke the license in its sole discretion at any time without penalty or liability, and to impose conditions upon the license in the public interest.
- Understands and agrees that this license is issued solely to the undersigned renter and such license is not transferable and that nobody but the undersigned may use the storage without a separate agreement.
- Agrees to observe all applicable guidelines and rules set by the Town of Merrimack and its officials, employees, agents, volunteers and representatives and further agrees to conduct themselves in a safe and prudent manner so as not to endanger the lives of persons or property of any individual. The undersigned understands that failure to follow safety rules, guidelines or directives of the Town of Merrimack will result in immediate revocation of this Agreement.
- Represents that the renter is capable of safely operating and handling of the Equipment. The undersigned further represents that they have adequate skills, knowledge and experience to safely use or operate the equipment.
- Agrees to inspect rack/Equipment prior to use and notify the Town if equipment is not in good working order, condition and repair.
- Agrees to purchase own locking system so that the canoe/kayak can be locked to the equipment at all times when not in use.
- Agrees to lock the canoe/kayak to the Equipment at all times and that the Town of Merrimack will not be responsible for any damage or loss of personal equipment related to use of or storage of Equipment.
- Agrees the Town of Merrimack is not responsible for any damage to the renters Canoe/Kayak including vandalism, weather and normal wear and tear.
- Agrees to have Canoe/kayak locking system removed from the Equipment at designated end of season time. Failure to remove personal equipment and the locking system at the designated end of season date will constitute abandonment of such personal property and the locking system which may be removed by the Town of Merrimack and disposed at Town's sole discretion. The Town of Merrimack will attempt to contact the owner before this occurs and will hold the vessel for 30 days before disposing of it.
- Assumes full responsibility for and risk of bodily injury or property damage and releases, waives,
  discharges and covenants not to sue the Town of Merrimack, its officials, employees, agents, volunteers
  or representatives from all liability to the undersigned, for any and all loss or damage, and any claim or
  demands therefore on account of injury to the person or property of the undersigned and any claim or
  demands therefore on account of injury to the person or property of the undersigned.
- Agrees to protect, indemnify, save, defend and hold harmless the Town of Merrimack, including its officials, agents volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses,

including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of accident, bodily injury, personal injury, death of person, economic injury or loss or damage to property arising directly or indirectly, out of, in connection with or as a result of undersigned's use of the Equipment.

NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OF OR DAMAGE TO EQUIPMENT, AND/OR PROHIBITION FROM FUTURE USE OF TOWN EQUIPMENT.

I HAVE READ THIS TEMPORARY, REVOCABLE LICENSE AGREEMENT OR HAVE HAD IT READ IT TO ME. BY MY SIGNATURE BELOW, I AGREE TO AND UNDERSTAND I AM BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

Printed Name:	Date:

Completed paper applications must be received no later than 4:00 pm on Friday June 27<sup>th</sup>, 2025 in order to entered into the lottery for a space.

Paper application can be emailed to: <a href="mailto:mcasparius@merrimacknh.gov">mcasparius@merrimacknh.gov</a>
OR

Mailed/dropped off to:

Merrimack Parks & Recreation 116 Naticook Road Merrimack, NH 03054

For questions, please call 603-882-1046