



## ***Kayak Rental Waiver and Release Form***

**Participants must be 18 years or older, minors must be accompanied by an adult. Each individual must submit this form manifesting their understanding prior to the rental and use.**

**Release of liability, waiver of claims, express assumptions of risk, and indemnity agreement. Read carefully before signing.**

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with activities offered by Northwoods Marine, as well as travel to and from activity sites, and that participating in such activities is potentially dangerous, can be physically demanding and hazardous, involving risk of injury, death, and/or personal property loss or damage. I acknowledge and agree that:

1. I will wear protective and safety gear prescribed by the Northwoods Marine, knowing, however, that protective gear does not and cannot guarantee physical safety.
2. I am at all times fully and solely responsible for my own safety and well-being while engaging in activities offered or provided by Northwoods Marine, and in transit to and from such activities. I accept and assume all risks connected with activities offered and/or provided by Northwoods Marine.
3. I am fully responsible for any and all damage occurring to equipment belonging to Northwoods Marine during my use of same, notwithstanding normal wear and tear.

**Release of liability, waiver of claims and indemnity agreement:**

*In consideration of permission to participate in activities with Northwoods Marine, I hereby acknowledge and agree to the following by execution of this document:*

1. I hereby release and hold harmless Northwoods Marine, its officers, directors, employees, agents and volunteers from any liability whatsoever for any and all injury, disability, death, or loss or damage to person or property, whether caused by active or passive negligence or otherwise, as well as from any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from activities offered or provided by Northwoods Marine.
2. I shall hold Northwoods Marine, its officers, directors, employees, agents and volunteers harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in activities offered or provided by Northwoods Marine.
3. It is the intention of the parties to this agreement to exempt and relieve from liability and to bar any right to sue Northwoods Marine, its officers, directors, employees, agents and volunteers for personal injury, property damage and/or wrongful death. I expressly agree that this release and waiver of liability, indemnity agreement and assumption of risk agreement is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin. If any provision of this agreement is found to be unenforceable, the remainder of the agreement shall stand.
4. If I am injured during an activity with Northwoods Marine, I give permission for activity participants to administer first aid and to seek medical assistance as deemed necessary. I intend that the releases, waivers and assumptions of risk contained in this agreement shall fully apply to any claim on account of first aid treatment or service rendered to me during my participation in Northwoods Marine activities, even if caused by negligence of an agent, employee, guest or assign of Northwoods Marine.

**I have carefully read this agreement and fully understand its contents. I am aware that this is a release and waiver of liability and that by signing this agreement I am giving up important legal rights.**

Name (print): \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Parent or guardian, if participant is less than 18 years old:**

Name (print): \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
In case of emergency contact: name (print): \_\_\_\_\_ Phone: \_\_\_\_\_

## Wisconsin Laws While Operating an Unmotorized Vessel

<i>Do you need a license to kayak in Wisconsin?</i>	No. Boater Education is not required for any non-motorized vessel in Wisconsin.
<i>Can you get a DUI on a kayak in Wisconsin?</i>	Yes. Wisconsin's OUI law prohibits anyone from operating any vessel under the influence of alcohol or drugs. You can get the equivalent of a DUI, an OUI (Operating Under the Influence) in Wisconsin with a Blood Alcohol Content (BAC) of 0.08%, or if under the influence of controlled drugs or other substances when operating any motorized vessel..
<i>Do you need a life jacket to kayak in Wisconsin?</i>	Yes. All canoes, kayaks, and paddleboards must have on board one USCG approved wearable PFD for each person on board, and all persons 13 years of age and under must wear a properly sized cost guard approved life jacket while underway in an open vessel on federally controlled waters.
<i>What lights do I need on my kayak at night?</i>	All unpowered vessels less than 23 feet in length must have at least one bright light, lantern, or flashlight of white color which can be displayed in sufficient time to prevent a collision *While anchored or adrift, the white light must be on
<i>Do I need a whistle on a kayak in Wisconsin?</i>	Yes. Vessels less than 39.4 feet in length must have some means of making an efficient sound signal. A human voice is not acceptable
<i>Do I need a visual distress signal (VDS) on a kayak in Wisconsin?</i>	No. VDSs are not required for non-motorized kayaks during the day unless the boat is over 16 feet in length *Only required on Federal Waters (ex. Great Lakes)
<i>Boating Law Enforcement</i>	Wisconsin conservation wardens, county sheriffs, and municipal police enforce Wisconsin's boat and water safety laws USCG officers enforce federally controlled waters in Wisconsin

## Safety and Rules

ALL KAYAKS MUST BE RETURNED 30 MINUTES BEFORE DUSK. Northwoods Marine will provide a safety overview for operating the kayaks the day of renting and safety equipment provided by Northwoods Marine.

*Northwoods Marine provides the following safety equipment:*

- Type II PFD Fully US Cost Guard Approved Life Jackets, minimum weight of 30lbs (*provided one for each kayak*)
- C-Light LED Personal Distress Light (*provided one for each kayak*)
- Mini-Signal Horn Kit (*provided one for each kayak*)
- First Aid Kit, includes contact information for Northwoods Marine and the Non-Emergency Numbers for various towns (*provided one per group*)

*Pet Fee:* Pets of any size (while following the recommended maximum weight capacity of the kayak) will be allowed on the kayaks. The pet fee is \$15 per pet. Northwoods Marine understands there may be minor scratches; however, any damage visibly noticeable (dents, large scratches/tears that penetrate fully through the material, chew marks) and or any stains and damaged parts (chair, paddle, tethers, etc.) will result in a Cleaning and Repair fee up to \$100 as an additional post-rental fee if applied.

*Late Fee:* Any kayaks not returned on the agreed end time will result in a \$10 Late Fee.

### Operating Instructions

- Kayaks are propelled by paddle only, does not have a motor or peddle system
- Adjust seat and foot rests for comfortability
- Not recommended to stand on
- Secure all loose items with the tether located in the back or the two water-proof storage wells

### Specifications:

*Size:* 10 ft Length by 33" Width

*Weight:* 60 lbs

*Weight Capacity:* 300 lbs

*Material:* Single-piece rotomolded polyethylene

*Features:* Adjustable foot rests, Scupper Plugs, 1 Drain Plug, Front and Rear Handles, Paddle Keeper, Paddle, Deluxe Backseat, 2 Storage Wells with Bag Inserts, 2 Accessory Rails, and 2 Rod Holders