

**Rental Equipment Agreement, Waiver and Release of Liability  
Kayaks, Canoes, Stand-up Paddleboards (SUP), Tubes and related Watersports Equipment**

Boats (kayak/canoe/SUP), Tubes, and related Watersports Equipment Rental Agreement between Woods River Rentals, LLC, Waverly, Iowa, hereinafter called, "Lessor", and the undersigned, hereinafter called, "Renter". This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Woods River Rentals, LLC, and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, death, loss of services or otherwise which may arise out of Renter's use of boats, tubes, and related watersports equipment, premises or facilities or Renter's participation in paddling or watersports activities. Woods River Rentals, LLC, does not own, control, alter, or maintain the river or its surrounding areas, the property located at Pelikan Park, or any access points. By signing this document, Renter acknowledges they specifically understand they are releasing, discharging and waiving any claims or actions that they, or their heirs, may have at the present time, or in the future, against Woods River Rentals, LLC, and its owners, agents, officers, and employees. **Please initial each item and sign below to acknowledge acceptance of this agreement.**

\_\_\_\_ Renter shall obey all local, state, federal, and DOT/DNR Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats, tubes, or equipment from Lessor. Renter is solely responsible for any citation or violation occurring during the use of, or as a result of using, rental boats, tubes, or equipment from Lessor.

\_\_\_\_ **Renter represents that they can swim and are physically and mentally capable of safely operating and handling the boat, tube, and/or equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills; knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip. Renter understands that this is not a guided tour. There is no expectation of supervision.**

\_\_\_\_ Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats, tubes, and/or equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor full cost of repair or replacement.

\_\_\_\_ Renter shall return boats, tubes, and equipment in the condition in which it was received. Charges for repairs, labor, and cleaning will be applied in the event rental boats, tubes, or equipment requires repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

\_\_\_\_ **RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking, canoeing, paddle boarding, and other watersports are activities with inherent risks of injury or death to persons and damage to property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFD's (lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING RENTAL BOATS.** Renter understands that use of a PFD does not remove all risks of injury or death; nor does PFD use make kayaking, canoeing, paddle boarding or other watersports safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including owners, agents, officers, and employees, has made any representations regarding the safety of, or the risk of, the activity. **RENTER EXPRESSLY ASSUMES ALL RISKS OF THE ACTIVITY.**

\_\_\_\_ **RELEASE OF LIABILITY:** Renter, on behalf of themselves and their heirs, hereby RELEASES Lessor (Woods River Rentals, LLC), its owners, agents, officers and employees from any loss, expense, or cost, including attorney fees, arising out of any damages or injuries, whether of persons or property, or death, occurring as a result of the rental or use of said Boats (kayak/canoe/SUP), Tubes, and related Watersports Equipment. \

\_\_\_\_ This agreement constitutes the agreement entered between Lessor and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by all parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss, injury, or death to Renter nor to anyone else, of any kind, however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said boat(s) or equipment. The laws of the State of Iowa shall govern this agreement.

**NONCOMPLIANCE BY RENTER WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.**

**I have read & understand the above, and the reference materials provided, and agree to the terms & conditions.**

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

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

Driver's License Number and State: \_\_\_\_\_ Phone: \_\_\_\_\_

**SEE ATTACHED SUPPLEMENTAL FORM FOR WAIVER FOR MINOR CHILD(REN)**

**Waiver and Release of Liability Supplemental Agreement for Minor Child(ren) (age 17 or less)**

**NOTICE TO THE MINOR CHILD(REN)'S PARENTS AND/OR LEGAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE LESSOR USES REASONABLE CARE IN PROVIDING THIS EQUIPMENT, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY. THERE ARE CERTAIN DANGERS INHERENT IN WATERSPORTS ACTIVITIES WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING YOU ARE GIVING UP YOUR RIGHTS, AND YOUR CHILD(REN)'S RIGHTS TO RECOVER FROM THE LESSOR IN A LAWSUIT FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, TO YOUR CHILD THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE LESSOR HAS THE RIGHT TO REFUSE TO LET YOUR MINOR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. BOTH PAGE 1 AND PAGE 2 MUST BE SIGNED BY THE PARENT/LEGAL GUARDIAN.

**PARENTS AND/OR LEGAL GUARDIAN'S ACKNOWLEDGEMENTS OF WAIVER AND RELEASE OF LIABILITY ON BEHALF OF MINOR CHILD(REN)**

Your signature below reflects your express consent to be bound to the terms of this entire agreement, including the **Rental Equipment Agreement, Waiver and Release of Liability (page 1)** and the **Waiver and Release of Liability Supplemental Agreement for Minor Child(ren) (age 17 or less) (page 2)**, for your minor child(ren). Your signature also represents your attestation to being the parent and/or legal guardian of the minor child(ren) listed below, and possessing the legal authority to sign this agreement on their behalf. Initial the sections below.

\_\_\_\_\_ All minor children (age 17 or under) are required to wear a Personal Flotation Device (PFD/Lifejacket) at all times. Parent/Legal guardian ensures that all minor children will wear PFDs when in or near the water.

\_\_\_\_\_ Parent/legal guardian can swim and all minor children (age 17 or under) can swim.

**Please carefully review each section again and ensure that you fully understand the implications of this agreement.**

Printed Name of Minor Child \_\_\_\_\_

Printed Name of Minor Child \_\_\_\_\_

Printed Name of Minor Child \_\_\_\_\_

Printed Name of Minor Child \_\_\_\_\_

Printed Name of Parent/Legal Guardian \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_

Date \_\_\_\_\_

**Failure of less than all parents/legal guardians to sign this form on behalf of a minor child does not constitute a basis for the waiver of limitations granted herein.**

Parent/legal guardian was provided PFD pamphlet. Employee Name/Date \_\_\_\_\_