

SSL KAYAK & PADDLE, RENTAL OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with use of rental of SSL KAYAK & PADDLE and all related activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with SSL KAYAK & PADDLE and related water activities to which I am about to engage , including but not limited to :

- 1) Changing water flow, tides, currents, wave action, winds and boat wakes
- 2) Collision with any of the following: other participants, SSL KAYAK & PADDLE representative or equipment, any man made or natural objects
- 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature
- 4) My sense of balance, physical condition, ability to operate board, swim and/or follow directions
- 5) Collision, capsizing, sinking or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices and/ or drowning
- 6) The presence of insects and marine life forms
- 7) Equipment failure or operator error
- 8) Heat or sun related injuries or illnesses; including sunburn, sun stroke or dehydration
- 9) Fatigue, chill and/or reaction time and increased risk of an accident
- 10) No alcohol beverages or drugs

I specifically acknowledge that I have read, understand and agree to abide by the SSL Kayak & Paddle, and I am physically/ mentally able to participate in the water sport activities, able to swim and I am responsible for all minors in my company in which I am about to engage in. I specifically waive and defense insofar as this contract is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.

CONDITION OF EQUIPMENT UPON RETURN

The renter shall return the equipment to the designated return area clean and in the same condition as it was when given to Renter, expecting ordinary wear and tear. Renter shall be responsible for any damage caused to the equipment during rental period. Company shall charge any repair amount to credit card given at time of rental to cover repairs for such damages. To the extent that damages to exceed the amount of a minor repair, renter shall be billed by SSL Kayak & Paddle for the full amount of damages caused by renter during the rental period, including reasonable lawyer fees.

Broken / missing fin --- \$45.00

Broken / missing paddle--- \$150.00

Broken / missing leash --- \$55.00

Broken/ missing belt pack PFD--- \$150.00

Broken/ missing traditional PFD--- \$75.00

Over agreed time limit will be charged additional hour per vessel or board

Damage to flotation vessels \$125.00 or actual cost of vessel

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in the above described activities and the use of the equipment of the below listed releases, I hereby agree as follows:

- 1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to releases: SSL KAYAK & PADDLE.
- 2) To release, the releases, their officers, directors, employees, representatives, agents, independent contractors, volunteers and stand up paddle boards, water vessels, and/or accessories from liability and responsibility whatsoever and for any claims or cause that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
- 3) By entering into this Agreement, I am not relying on any oral or written representative or statements made by the releases, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement, or, if not, that my parent or legal guardian shall sign on my behalf and that my legal guardian is in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it, and I agree to be bound by it.

I Agree
PARTICIPANT NAME (please print) Participant Signature / Legal Guardian of Minor

I have the ability to swim: **I Agree**

PLEASE SELECT WHO WILL BE PARTICIPATING:

Adults Minors

Email:
Cell#
Address
City State

In Case of Emergency (Optional)

Name Phone

Name Phone