

Harding Kayak Rentals LLC

EQUIPMENT RENTAL AGREEMENT, RECOGNITION and ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY (WAIVER) and INDEMNIFICATION AGREEMENT

General Agreement...

- This document constitutes an **Equipment Rental Agreement** between Harding Kayak Rentals LLC, Fort Collins, Colorado, herein called, "Lessor," and the undersigned, herein called, "Renter." Kayaks, Tandem Kayaks and Stand Up Paddleboards, will herein be referred to as, "Boats." Paddles, Life Jackets/Personal Flotation Devices-PFD(s), will herein be referred to as, "Equipment."
- This document also constitutes a **Recognition and Assumption of Risk Agreement** and a **Release of Liability (Waiver) and Indemnification Agreement**, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Harding Kayak Rentals LLC and its owners, members, managers, agents, officers and employees from and against any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of Boat(s) or Equipment, premises or facilities or Renter's participation in boating activities.
- By signing this document, Renter acknowledges that Renter specifically understands that Renter is releasing, discharging and waiving any claims or actions that Renter may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, members, managers, agents, officers, or employees of Harding Kayak Rentals LLC.

Please read and initial the Equipment Rental Agreement to acknowledge acceptance of this agreement.

Equipment Rental Agreement

- **Renter is responsible for all Park Entrance Fees.**
- One (1) person is allowed in each single person Kayak or Paddleboard at a time. Two (2) people are allowed in each Tandem Kayak at a time.
- **No pets** are allowed in or on the Boat(s) without the **prior written approval** of the Lessor.
- **Boat(s) and Equipment should not be moved from one recreation area to another** without the **prior written approval** of Lessor.
- Renter shall obey all local, state, and federal boating regulations, laws, and ordinances, and all lawful directives from appropriate emergency or law enforcement personnel, while using Boat(s) and Equipment.
- Renter is solely responsible for any citation(s) or violation(s) occurring during the use of, or as a result of using, Boat(s) and Equipment.
- Renter represents that Renter is capable of safely operating and handling the Boat(s) and Equipment and finds them in good working order, condition and repair.
- Renter represents that Renter has adequate skills, knowledge, and experience to safely complete the planned activity and that adequate preparations have been made to ensure a safe completion of the activity.
- Renter is not Lessor's agent while using Boat(s) or Equipment. (Boats and Equipment may not be re-rented to another person or group.)
- Renter understands that Renter's credit card or debit card information will be held as a security deposit during the rental duration.
- Renter shall bear all risk and responsibility for any and all damage, loss, or theft of Boat(s) and Equipment, or any portions thereof, including, but not limited to damage, vandalism, or theft, and shall pay the Lessor the **FULL COST of REPLACEMENT** of each item.
- Renter understands that if the Boat(s) or Equipment are not returned, Renter will be charged the **FULL COST of REPLACEMENT** of each item.
- Renter shall return Boat(s) and Equipment to the Lessor at the agreed upon date, time, and location.
- Renter agrees to use all Boat(s) and Equipment for their designed purposes only.
- **Renter is fully and solely responsible for ensuring that any Boat(s) or Equipment transported in any vehicle not provided by Lessor is firmly and safely secured to such vehicle.** Any assistance given by Lessor or any of its owners, members, managers, agents, officers, or employees in loading or securing Boat(s) or Equipment in or to such vehicle is done as a courtesy and will not relieve Renter from the responsibility to ensure safe and secure transport.

Initial: _____

Please read and initial the Recognition and Assumption of Risk Agreement to acknowledge acceptance of this agreement.

Recognition of Risk Agreement

- **Renter expressly acknowledges that boating is an activity with inherent risks of injury to persons and property.**
- **Risks include, but are not limited to, the following...**
 - **Equipment Risks include** boats capsizing or sinking, equipment failing, and collisions with objects in the water or other watercrafts.
 - **Weather Risks include** rapidly changing weather conditions, hot and cold temperature extremes, exposure to water and sunlight, storms, lightning, winds, changing currents, waves, eddies, and whirlpools.
 - **Physical Risks include** injuries to body parts (e.g., heads, necks, shoulders, back, torso, arms, wrists, legs, and feet), drowning, hypothermia, and exposure to aggressive and/or poisonous marine life.
 - **Mental Health Risks include** stress, anxiety, and trauma.
- Renter acknowledges that PFD(s)/(Life Jackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD(s)/LIFE JACKETS AT ALL TIMES WHILE USING BOAT(s) AND EQUIPMENT.** Renter understands that a PFD does not remove all risks of injury or death, nor does PFD use make boating a safe activity.
- Renter alone has determined the sufficiency of any safety gear or other precautions that the Renter decides to take to minimize the risks of the activity. No party related to the Lessor (Harding Kayak Rentals LLC), including owners, members, managers, agents, officers, or employees has made any representations regarding the safety of, or the risks of, the activity.
- Renter certifies that Renter has adequate insurance to cover any injury or damage that Renter may cause or suffer while participating, or else Renter agrees to bear the costs of such injury or damage themselves. Renter further certifies that Renter is willing to assume the risk of any medical, physical or mental condition Renter may have.
- **Renter participation in this activity is purely voluntary. Renter elects to participate in spite of the risks and assume all such risks.**
- **Renter is aware of the risks and fully understands them.**
- **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**

Initial: _____

Please read and initial the Release of Liability (Waiver) and Indemnification Agreement to acknowledge acceptance of this agreement.

Release of Liability (Waiver) and Indemnification Agreement

- **Renter hereby RELEASES Lessor (Harding Kayak Rentals LLC)** and its owners, members, managers, agents, officers, or employees from liability for negligence and HOLD HARMLESS the Lessor and its owners, members, managers, agents, officers, or employees from any and all loss, expense or cost, including attorney fees, arising out of damages or injuries whether to persons or property, occurring as a result of the rental or use of said Boat(s) and Equipment.
- **This agreement constitutes the entire agreement between Lessor and Renter** and no term(s) may be waived, voided, or modified (including provision against oral modification) except in writing signed by both 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 or injury to Renter, nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using Boat(s) and Equipment. The laws of the State of Colorado shall govern this agreement.
- In the event that Renter files a lawsuit against Lessor (Harding Kayak Rentals LLC) or any of its owners, members, managers, officers, or employees, Renter agrees to do so solely in the State Courts of Larimer County, Colorado, and no such action will be removed to any other Court of Jurisdiction. Should Lessor or any of its owners, members, managers, agents, officers, or employees be required to incur attorney's fees and costs to enforce this agreement, interpret, or defend an action under this agreement or otherwise arising from rental of Boat(s) or Equipment, Renter agrees to indemnify and hold them harmless for all such fees and costs. Renter agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Initial: _____

I HAVE READ THIS EQUIPMENT RENTAL AGREEMENT, RECOGNITION OF RISK AGREEMENT, AND RELEASE OF LIABILITY (WAIVER) AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name of Participant (Renter): _____

Signature of Participant (Renter): _____ Date: _____

PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to all minors listed below as "Minor(s)" being permitted by Harding Kayak Rentals LLC to participate in activities and to use Boat(s) and Equipment provided by Harding Kayak Rentals LLC. I further agree for myself and the "Minor(s)" to indemnify and hold harmless Harding Kayak Rentals LLC or any of its owners, members, managers, agents, officers, or employees from and against any and all claims which are brought by, or on behalf of the "Minor(s)", and which are in any way connected with such use or participation by the "Minor(s)." I further agree for myself and the "Minor(s)" to be fully bound by all the provisions of the foregoing Equipment Rental Agreement, Recognition and Assumption of Risk Agreement, and Release of Liability (Waiver) and Indemnification Agreement.

Printed Name of Minor(s): _____

Signature of Parent/Guardian: _____ Date: _____