

Rental Equipment Agreement & Transportation Waiver and Release of Liability.

The instant agreement is for the rental of one kayak, stand up paddleboard, canoe and/or equipment (collectively called "rental equipment") This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Lessor and its owners, agents, officers and employees from 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 Rental Equipment, or Renter's presence at Lessor's premises or facilities. By signing this document, Renter acknowledges he/she is releasing, discharging and waiving any claims or actions that he/she may have at the present time, or any future time, for the negligent acts, omissions or other conduct by Lessor's owners, agents, officers or employees.

**Please initial each item and sign below to acknowledge acceptance
of this agreement.**

_____ Renter shall obey all local, state and federal boating regulations, laws, ordinances as well as any lawful directives from appropriate emergency or law enforcement personnel while operating Rental Equipment.

_____ Renter is solely responsible for any citation or other legal, or regulatory penalty occurring during the use of, or as a result of using Rental Equipment.

_____ Renter represents that he/she is capable of safely operating and handling the Rental Equipment and acknowledges that the Rental Equipment is 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 he/she has made adequate preparations to ensure safe completion of any trip utilizing Rental Equipment.

_____ Renter shall bear **all risk and responsibility of and for any and all damage, loss or theft of Rental Equipment, including, but not limited to vandalism or theft and shall pay Lessor the full cost of repair or replacement should any damage or loss take place.**

_____ Renter shall return boats and equipment in the condition in which it was received. A cleaning fee of Twenty Dollars (\$20.00) shall be assessed in the sole discretion of Lessor for any Rental Equipment returned in a state that requires excessive cleaning.

_____ Renter will not hold Lessor, its officers, employees or drivers responsible or liable for any injury occurring to Renter in the course of any form of transportation provided by Lessor.

