

KAYAK RENTAL AGREEMENT

Name of Renter _____

Address _____

City _____ State _____ Zip Code _____

CELL PHONE WITH YOU _____

Email Address _____

Driver's License No. _____

Kayak Life Jacket (Size) COST \$ _____

Paddle Car Carrier Bag Deposit \$ _____

RENTER'S OBLIGATIONS: Participant Release of Liability & Assumption of Risk Agreement

In consideration of being allowed to participate in any way with the rental, related events and activities, I the undersigned acknowledge, appreciate and agree that:

- The risk of injury from the activities involved with the rental is significant, including the potential for permanent paralysis or death.
- I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Florence Harbor Marina or others and assume full responsibility for my participation.
- I willingly agree to comply with the terms and conditions for participation. If I observe any unusually significant hazard during my participation and in my presence, I will safely remove myself from participation and bring attention of the hazard to the nearest official immediately.
- I, for myself and on behalf of my heirs, personal representatives and next of kin hereby release, indemnify and hold harmless Florence Harbor Marina, its officers, officials, agents, employees, other participants, sponsors, advertisers and if applicable, owners and lessors of premises used to conduct the event from any and all claims, demands, losses and liability arising out of or related to any injury, disability or loss of life that occurs, or loss or damage to person or property, whether arising from the negligence of the Florence Harbor Marina or otherwise as allowed by law. I also agree to be responsible for each kayak, paddle and life jacket rented and if lost or stolen will pay the replacement value of \$300 for each kayak, \$50 for each paddle, \$25 for each life jacket and \$40 for each car carrier set. I further agree to return said equipment to Florence Harbor Marina in the same general condition at the expiration of the rental period (ordinary wear and tear expected). I also agree to return by the posted times or pay a fee of \$10.00 per half hour per boat. If the payment was made by credit card I understand this fee will be charged to my credit card.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARY WITH OUT ANY INDUCEMENT OR COERCION.

ALL KAYAKS AND EQUIPMENT MUST BE IN BY _____ P.M. OR A CHARGE OF \$10.00 PER KAYAK PER HALF HOUR WILL BE APPLIED.

RENTER _____ DATE _____