Kayak & Paddle Board Rental Waiver & Agreement

Rental and Participation

I am renting, or using as part of a group renting, kayaks, canoes, stand up paddle boards, paddles, life jackets or related equipment from (the "Equipment"), and I wish to take part in paddling activities (the "Activities").

Risks of Paddling

I understand that paddling on open water is dangerous and that accidents can happen even to experienced paddlers. Risks include, but are not limited to:

- capsizing, falling off the board or kayak, and being unable to get back on;
- drowning or near drowning;
- cold water shock and hypothermia, even on warm days;
- wind, waves, tides, currents and changing weather carrying me away from shore;
- collisions with boats, other paddlers, docks, rocks, trees or submerged objects;
- being struck by a paddle, board or kayak;
- sunburn, heat illness, dehydration and exhaustion;
- contact with wildlife, insects, plants or contaminated water; and
- delays in rescue or medical help because of distance from shore.

Swimming Ability and Life Jackets

I confirm that I, and every person in my group, can swim and are comfortable in the water. I agree that every person will wear a properly fitted life jacket provided or approved by at all times on the water, and that children will wear one in all circumstances. I will use any leash, whistle or safety equipment provided.

Safety Briefing and Rules

I have received, or will receive before launching, the safety briefing from . I agree to:

- stay within the paddling area and boundaries described by ;
- return by the agreed time, or earlier if the weather changes or staff signal me to return;
- stay away from motorboats, swimming areas, dams, spillways and restricted areas;
- not use the Equipment under the influence of alcohol or drugs; and
- not carry more people than the Equipment is designed for.

 may refuse, shorten or end a rental if it believes conditions or my behavior are unsafe.

Health

I confirm that I am physically able to paddle and that I have disclosed any medical condition, such as heart disease, seizures, pregnancy or recent injury, that may affect my safety on the water.

Equipment, Damage and Late Return

I will inspect the Equipment before use and report any damage before launching. I am responsible for the Equipment from the time I receive it until it is returned. I agree to pay for repair or

replacement of Equipment that is lost, stolen or damaged beyond normal wear while in my care, and to pay late fees under the rental terms of . I authorize to charge these amounts to my payment method.

Minors

If a paddler is under 18, I confirm that I am their parent or legal guardian, that I will supervise them, and that I sign this waiver on their behalf.

Assumption of Risk and Release

I voluntarily assume all risks of the Activities and the use of the Equipment. To the fullest extent permitted by law, I release , its owners, staff and agents from all claims for injury, death or property damage arising from the rental or the Activities, except claims caused by gross negligence or willful misconduct.

Indemnification and Emergency Treatment

I will indemnify against claims arising from my use of the Equipment, including claims by members of my group or other people on the water. If I am injured, I authorize to arrange rescue and emergency medical treatment at my expense.

General

This agreement is governed by the laws of the state in which operates. If any part is unenforceable, the rest remains in effect.

Please initial each statement

___ I and every person in my group can swim, and we will wear life jackets at all times on the water.

___ I have received the safety briefing and will stay within the paddling area and return on time.

___ I will not paddle under the influence of alcohol or drugs.

___ I am responsible for lost or damaged Equipment and for late return fees.

___ I release {{business}} from liability as described in this waiver, to the extent permitted by law.

Participant full name

Date

Date of birth

Phone

Email

Emergency contact name & phone

Name(s) of minor participant(s)

Parent / guardian name

Signature