

## Rental Equipment Agreement, Waiver and Release of Liability Kayaks, Paddleboards and Related Watersports and Fishing Equipment

Boat (Kayak/SUP) and Equipment Rental Agreement between Rocky Mountain Fishing Kayaks, LLC, herein called, "Lessor," and the undersigned, herein called, "Renter." This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Rocky Mountain Fishing Kayaks 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 Kayaking or Paddleboarding Equipment, premises or facilities or Renter's participation in kayaking or paddle sports activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that I may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of Rocky Mountain Fishing Kayaks. Renter agrees to be added to Lessors mailing list by providing their email address. Renter agrees that any pictures and/or videos taken of Lessor may be used online, in print, and for any social media advertising, promotion and/or sales purposes.

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

- Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from Rocky Mountain Fishing Kayaks, LLC. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from Rocky Mountain Fishing Kayaks, LLC.
- **Renter represents that he/she is capable of safely operating and handling the Equipment and finds it 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 adequate preparations have been made to ensure safe completion of trip.**
- Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Rocky Mountain Fishing Kayaks, LLC) the full retail cost of repair or replacement.
- Renter shall return boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.
- **RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking and Paddleboarding are activities with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFD's (Lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING RENTAL BOATS AND EQUIPMENT.** Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Kayaking or Paddleboarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**
- **RELEASE OF LIABILITY:** Renter hereby RELEASES Lessor (Rocky Mountain Fishing Kayaks, LLC), its owners and its employees from liability for negligence and HOLDS HARMLESS the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said boat and/or Equipment.
- This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived 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 said boat(s) or Equipment. The laws of the State of Colorado shall govern this agreement.

**NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.**

**I have read and understand the above. I agree to the terms and conditions as stated.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Driver's License Number and State: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE OF 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided, above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

**I have read and understand the above. I agree to the terms and conditions as stated.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Driver's License Number and State: \_\_\_\_\_

**Kayak Rental Request Items:**

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Paddle: \_\_\_\_\_

PFD: \_\_\_\_\_