

Rental Agreement

In consideration of the agreement herein, Rusty's Kayak & Paddle Boards, LLC ("hereinafter LESSOR") does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described below. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this rental agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE.

1. THE LESSEE CERTIFIES THAT THE LESSEE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED AND THAT LEASSEE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT LESSEE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. **WEARING LIFEJACKETS IS MANDATORY AT ALL TIMES.**
2. LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY.
3. This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented herein. I (WE) ACKNOWLEDGE THAT A COPY OF THIS AGREEMENT IS AVAILABLE UPON REQUEST. FURTHERMORE, I (WE) ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO FUTURE RENTALS IN THIS CALENDAR YEAR.
4. Release of Liability & Assumption of Risk - I the undersigned, acknowledge, appreciate and agree that:
 - A. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
 - B. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
 - C. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
 - D. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
 - E. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Rusty's Kayak & Paddleboards, LLC, its officers, official, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY

OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; to the fullest extent permitted by law.

5. Rusty's Kayak & Paddleboards, LLC is not responsible for your personal possessions.

6. Damage or Loss – I understand that I am responsible for abnormal damage or loss to any and all equipment leased hereunder; including but not limited to, paddles, lifejackets, kayaks or paddleboards. I acknowledge that I will be liable for up to the full replacement value of such damaged or lost equipment. **INITIAL**_____

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 VOLUNTARILY WITHOUT ANY INDUCEMENT

Section B: Guardian Section (Optional)

PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 YEARS 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 in Paragraph 4 above of all the Releasees, and, for myself, my heirs, assigns. and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents 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.

This agreement is valid for the entire calendar year shown below. In Signing, I acknowledge that it extends to future rentals in this year.

Lessee

Print

Signature

Date

ID #

Phone Number

Name

If Applicable – Parent/Guardian Name & Signature

Relationship to Lessee