

**KAYAK/PADDLE BOARD/SAILING RENTAL AGREEMENT**

Kayak     Paddleboard     Sailboat

Name \_\_\_\_\_ Church Name \_\_\_\_\_

Home Address \_\_\_\_\_

The undersigned hereby agrees to pay for any and all damage to said Equipment, including attorney’s fees resulting from legal action, excepting however, ordinary wear incurred in course of normal operation. Lessee agrees to save, hold harmless and indemnify Lessor, Owner or their Agent, against any and all liability or loss whatsoever resulting from the use of the rented property. Damages are charged at current market prices. Boats are inspected for damages upon completion.

The undersigned hereby states that he or she is a competent user for the Equipment. Do not operate vessel while under the influence of liquor or narcotics.

Renter is subject to pay double rate per minute for failing to return the watercraft at the scheduled time.

Operator Signature \_\_\_\_\_ Date \_\_\_\_\_

Passenger Signature \_\_\_\_\_ Date \_\_\_\_\_

**ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in watersport events and activities and/or being provided with watersport recreational property or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

- 1. ACKNOWLEDGMENT OF RISKS.** Acknowledge that some, but not all, of the risks of participating in the watersport activity include: (1) Changing water flow, tides, currents, wave action and ships’ wakes; (2) Collision with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; (3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) The presence of insects and marine life forms; (7) Equipment failure or operator error; (8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.
- 2. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** Agree to assume responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in the activity or riding in any watercraft.
- 3. RELEASE.** I hereby release SeaOats Beach Service, Inc., it’s principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted (“owner”) and their insurers, if any, (Collectively “Releasees”) FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AND OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS, OR ASSIGN.

Participant’s Name (printed) \_\_\_\_\_ Age \_\_\_\_\_

Signature \_\_\_\_\_

In emergency Contact: \_\_\_\_\_