

KAYAK RENTAL AGREEMENT-WAIVER AND RELEASE OF LIABILITY

This Kayak Rental Agreement is made by and between Rod and Reel, Inc. and the Renter identified below and is effective as of the date of the signature of the Renter.

1. **Renter.** The Renter is: _____ (print full name)
Street Address: _____
State, Zip Code: _____
Phone #: _____
Cell Phone #: _____

2. Rental Rate and Rental Duration.

The Kayak and all associated equipment are rented for \$_____, on _____, 20____,(date) from _____ a.m./p.m. until _____ a.m./p.m. Payment is due immediately upon execution of this agreement. Any payment made through credit card shall be honored in accordance with the Renter's credit card agreement and obligations.

3. **Rules for Use of Kayak and Equipment.** Renter agrees that he or she shall use all equipment, including the kayak, paddles, safety (life) vest, ropes, (hereinafter collectively referred to as the "kayak equipment") only for the purpose of personal entertainment, with safety always in mind, and in accordance with ALL of the following rules:

A. Renter shall obey all federal, Maryland, and local laws, ordinances, rules or regulations with respect to the use and operation of the kayak equipment and shall obey all lawful directives of the Rod & Reel Dock Master, emergency or law enforcement personnel while operating the kayak equipment.

B. Renter shall not consume, nor be under the influence of, any intoxicant (including but not limited to alcohol) while operating the kayak equipment.

C. Renter shall not allow pets onto the kayak.

D. Renter shall not make unreasonable or excessive noise while operating the kayak equipment.

E. Renter shall return all of the kayak equipment, in good working order and condition, at the end of the rental agreement and if any equipment has been lost, Renter shall inform the Rod & Reel employees upon return. Renter shall be financially responsible for all lost equipment, at replacement cost.

F. Renter shall follow all posted speed limits and rules of navigation while on the water, and shall stay clear of all other boats in operation on the water. Renter shall not attempt to board another vessel from the kayak. Renter shall take care not to allow the kayak to collide or damage other vessels that may be docked in the marina or in operation on navigable waters.

G. Renter shall not throw trash or litter from the kayak, into the water or otherwise, and acknowledges that they may be operating in environmentally sensitive areas. All trash or litter must be secured to keep it from accidentally falling into the water and upon the end of the rental, all trash and litter shall be deposited in the appropriate trash receptacle.

H. Renter shall not take the kayak more than 5 nautical miles from the Rod & Reel dock.

I. Renter shall not allow anyone other than Renter to use or operate the kayak equipment.

4. **Acknowledgements and Agreements.** By executing this Kayak Rental Agreement, undersigned Renter acknowledges and agrees that:

A. Renter has read and fully understood all the rules associated with the use of the Kayak and Equipment, the Warnings, Assumption of Risk, and the Waiver and Release of Liabilities included in this Agreement and agrees to be bound thereby.

B. Renter acknowledges and agrees that he or she has the requisite skills, physical abilities, and mental abilities, including swimming skills, necessary for the proper and safe use of the kayak equipment.

C. Renter is personally liable for any injury or damage caused to others or their property while operating the kayak equipment or while on the Rod & Reel, Inc. property.

D. Renter agrees to wear a properly fitted and fastened U.S. Coast Guard approved floatation device (lifejacket) while aboard the kayak or on or in the water.

E. Renter understands that the operation of a kayak and equipment on the water should be undertaken only after proper instruction and training and that Rod & Reel, Inc. is not providing such training in connection with the rental of the kayak equipment.

F. Renter shall not sell or assign this Agreement or sublet the kayak equipment or any part thereof, and at all times during the rental period, the person listed as the Renter shall be present and able to supervise the use and operation of the kayak equipment.

G. Rod & Reel, Inc. provides the kayak equipment without warranty and any and all warranties capable of waiver under Maryland law are hereby waived.

H. Rod & Reel, Inc. is not liable for the loss or damage to the personal property of the Renter. Be careful objects don't fall from clothing and be careful to secure hats.

5. **Warnings.** In consideration of the use of the kayak equipment and the property, facilities and/or services of Rod & Reel, Inc., the undersigned Renter acknowledges the following warning.

WARNING: There are significant elements of risk in any adventure sport or activity on the water or associated with the use or presence of water craft, including but not limited to kayaks and of related equipment. These risks are inherent in kayaking and may be present even if the kayak equipment is used properly and even in still water. The Renter understands and acknowledges that the operation of the kayak equipment involve risks such as, but not limited to, the following: (a) changing water flow, conditions or currents; (b) collision with other participants, any portion of the interior of the craft, other watercraft, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; (c) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, and dehydration; (d) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; (e) sense of balance, physical coordination, ability to swim, and/or ability to follow directions; (f) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (g) injury while getting in and out of the craft; (h) travel, including hiking, portaging and travel to and from the related and unrelated activities; (i) the presence of wild animals, including marine life forms, (j) unavailability of emergency aid services and emergency medical care. The listing of these risks is not intended, and shall not be construed as, all of the possible risks associated with the use of the kayak equipment.

6. **Assumption of Risk.** Based upon the warnings above and Renter's acknowledgement of the inherent risks of using and operating a kayak and the kayak equipment, and that some or all of those risks may be unavoidable even with reasonable care in the use and operation of the kayak and kayak equipment, by executing this agreement Renter expressly assumes all risks that arise from the use and operation of the kayak or kayak equipment, including the risk of property damage, bodily injury and possibly death, including the acts of others, the unavailability of emergency care and any other foreseeable or unforeseeable factors or circumstances related to the use of the kayak and kayak equipment.

To explicitly acknowledge the Renter's assumption of risk, Renter shall place their initials here: _____ (Renter must initial).

7. Waiver and Release of Liability.

The undersigned Renter, based upon the warnings and understanding of risks, and predicated in part upon the acknowledgements and assumption of risks described above, does hereby waive, release and discharge Rod & Reel, Inc., its officers, agents, employees, successors and assigns, from any and all claims or liability arising from the use or operation of the kayak or the kayak equipment, or use of the Rod & Reel Inc.'s property, facilities, services or activities organized or sponsored by Rod & Reel, Inc and agrees that it shall not sue them on account or in connection with any claims, causes of action, injuries, damage, cost of expenses arising therefrom, whether arising from the negligence or strict liability, and regardless of the participation of an other third party in the causation of any such injuries, damages, or liability, but excluding claims which arise from gross negligence or willful misconduct on the part of Rod & Reel, Inc. Renter acknowledges that this waiver and release includes the waiver of future, unknown claims.

To explicitly acknowledge the Renter's waiver and release of liability, Renter shall place their initials here: _____ (Renter must initial).

8. Indemnity.

The undersigned Renter agrees to indemnify and defend, Rod & Reel, Inc. from any and all claims made by or for the Renter, or any other third party, arising out of the use or operation of the kayak or kayak equipment and that Renter shall hold Rod & Reel, Inc and its officers, employees and agents (each, an "Indemnitee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned Renters use or operation of the kayak and kayak equipment, which include but are not limited to damages to or destruction of any property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of Rod & Reel, Inc. The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, willfully, or otherwise.

To explicitly acknowledge the Renter's agreement of indemnity, Renter shall place their initials here: _____ (Renter must initial).

In Witness Whereof, the undersigned Renter has read, understands and agrees to be legally bound to this Kayak Rental Agreement-Waiver and Release of Liability, realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities, does so freely and voluntarily, and does so for himself or herself and his or her heirs, assigns and legal representatives.

Renter's Signature: _____

Rod & Reel Staff: _____

Date: _____