

Rental Equipment Agreement, Waiver and Release of Liability Kayaks, Canoes and Related Watersports and Camping

Boat (Kayak/Canoe) and Equipment Rental Agreement between Eric Easterling, Tampa Florida, 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 Eric Easterling 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 Canoeing Equipment, premises or facilities or Renter's participation in kayaking or canoeing 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 Eric Easterling. **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 Eric Easterling. 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 Eric Easterling.

_____ **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 (Eric Easterling) the full 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 Canoeing are activities with inherent risks of injury to persons and property. Renter realizes that changing water flow or currents, submerged and semi-submerged, objects, varying wind and weather conditions, the presence of other watercraft, the speed at which he/she travels, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards can contribute to the unpredictability of the activity, that certain risks associated with this activity including but not limited to collision, upset, overturn and sinking can result in getting wet, injured, exposed to the elements,

Initials _____

drowned, and personal property damaged or lost; that for swimmers and non swimmers, wearing a U.S. Coast Guard approved floatation device is a basic safety precaution; that they may suffer accidents or illness in remote places where there are no available medical facilities; and that I should ask about other potential hazards and recommended precautions and procedures. I also realize that participation in an activity can result in personal injury, accidents or illness, including but not limited to insect bites, sprains, broken bones, hypothermia, paralysis, dismemberment, or death.

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 Canoeing 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 from liability for negligence and HOLDS HARMLESS the Lessor 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 Florida 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 I acknowledge a copy of this agreement was given at time of rental when Driver's License Photo was taken.

Signature: _____ Date: _____

Print Name _____

Driver's License Number and State: _____

Phone: _____ E-mail _____

Start Date: _____ Date returning: _____

Initials _____

Rental Equipment and Replacement Costs:

Renter acknowledges they are in receipt of the following Canoe/Kayak and Equipment as part of this agreement. Renter acknowledges the Replacement costs of each item and understands the

_____ # of Canoes Rented - \$45/Day - Replacement Cost \$500.00/Each

_____ # of PFD/Life Vests - Replacement Cost: \$15.00/Each PFD

_____ # of Single Paddles - Replacement Cost: \$30/Each Paddle

_____ # of Kayak Paddles - Replacement Cost: \$45/Each Paddle

_____ # 15 feet Cable with Combination Paddle lock- Replacement Cost - \$40/ Each

_____ # 4 person tent - Replacement cost -\$100/Each

Deposit Amount Held for Rental of Items & Quantity outlined above: _____

Type/Form Payment Received as a Deposit: _____

Signature: _____ Date: _____