

# LIVING WATERS CANOE AND KAYAK RENTALS

419-806-7186



info@livingwaterscanoeandkayak.com



## RENTAL EQUIPMENT AGREEMENT, WAIVER AND RELEASE OF LIABILITY CANOES AND KAYAKS

Boat and equipment rental between Living Waters Canoe and Kayak Rentals, 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 and hold harmless, defend and indemnify Living Waters Canoe and Kayak Rentals, LLC and its members, 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 Canoeing equipment, premises or facilities or Renter’s participation in kayaking or canoeing sport 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 members, owners, agents, officers or employees of Living Waters Canoe and Kayak Rentals, LLC.

**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 Living Waters Canoe and Kayak Rentals, 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 Living Waters Canoe and Kayak Rentals, 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 physical and mental 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 responsibilities 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 (Living Waters Canoe and Kayak Rentals, LLC) the full cost of repair or replacement.

\_\_\_ Rental boats and/or equipment may not be transported or used outside a 50 mile radius of Weirs Rapids, Ohio except for use on the Maumee River and its tributaries when conditions permit.

\_\_\_ Renter shall return all boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event the 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 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.

\_\_\_ RECOGNITION OF RISK: Renter expressly acknowledges that kayaking and canoeing 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 PFD does not remove all risks of injury; nor does PFD use make Kayaking and 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 members, owners, officers, or 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 (Living Waters Canoe and Kayak Rentals, LLC), its owners and its employees from liability for negligence and HOLDS HARMLESS THE LESSOR, its members, owners, officers, and its employees from any loss, expense or cost, including attorney fees, arising out of any damage 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 or implied, by Lessor or 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 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 Ohio 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 and I affirm I am at least 18 years old. (Minors are not permitted to rent any watercraft. Minors in a rented watercraft must be accompanied by a supervising adult who, along with the Minor, shall execute, before departure, a full release of liability for said minor).

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

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

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

Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

E-mail \_\_\_\_\_

Date/Time of Rental \_\_\_\_\_ Expected Return Date/Time \_\_\_\_\_

**FILL OUT AND BRING WITH YOU ON SCHEDULED RENTAL DAY**

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