(530) 816-0623 highelevationkayakrentals@gmail.com

Rental Equipment Agreement, Waiver and Release of Liability for Kayaks, Paddleboards and other Related Watersports

Boat (Kayak/SUP) and Equipment Rental Agreement between *‘High Elevation Kayak Rentals,’* Westwood, CA, including but not limited to Lassen County limits, 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 *‘High Elevation Kayak Rentals’* and its owners, agents, officers and employees from any and all claims, actions or
losses for bodily injury, property damage, wrongful death, loss of services or any otherwise manner of which may arise out of “Renter’s” use of Kayaking or Paddle boarding Equipment, premises or facilities or “Renter’s” participation in kayaking or paddle sports activities. By signing this document, “Renter” acknowledges he/she specifically understands he/she
(Renter) is releasing, discharging and waiving any claims or actions “Renter” may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners,
agents, officers or employees of *‘High Elevation Kayak Rentals.’*

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 *‘High Elevation Kayak Rentals.’* 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 *‘High Elevation Kayak Rentals.’*
\_\_\_\_“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” *(High Elevation Kayak Rentals)* 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 paddle boarding 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 (Personal Flotation Device) 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
paddle boarding 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 the “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” *(High Elevation Kayak Rentals,)* its owners and its employees from liability for negligence and HOLDS HARMLESS the “Lessor,” its owner and its employees 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 California shall govern this agreement.

NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.
(See “Estimated Replacement Costs” form for Loss and or Damage fees.)

I have read and understand the above. I agree to the terms and conditions as stated.

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Driver’s License Number/Issuing State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_