Kayak Rental Waiver and Release of Liability

Release of Liability, Waiver of Claims and Assumption of Risk

Please read this document carefully before signing. It affects your legal rights.

In consideration of being allowed to take part in kayaking and the use of rented sit-on-top, sit-inside and tandem kayaks, paddles, spray skirts and personal flotation devices provided by [Your Business Name] (the "Company"), including its owners, employees, contractors, volunteers and agents, I, the undersigned renter, agree to the following.

1. Assumption of risk

I understand that this activity involves inherent risks that cannot be eliminated, even when reasonable care is taken. These risks include, but are not limited to:

- Capsizing and difficulty re-entering a kayak in deep water
- Drowning and near drowning
- Cold water immersion and hypothermia
- Offshore wind and outgoing tides carrying paddlers away from shore
- Collisions with motorboats, pilings and rocks
- Shoulder, wrist and back strain from paddling
- Heat illness and sun exposure
- Slips on wet docks, ramps and launch areas

I understand that these risks can lead to property damage, serious injury, illness, permanent disability or death. I knowingly and voluntarily accept all of these risks, both known and unknown.

2. My responsibilities

I agree to follow all instructions given by the Company, including these rules:

- Keep your life jacket buckled for the entire rental period
- Paddle only in the area marked on the map provided at check-in
- Head back to the launch if wind or waves pick up
- Keep tandem kayaks within the weight limit shown on the hull
- Report any damage or lost paddles to staff when you return

I confirm that I am physically and mentally able to take part, and I will stop and tell staff right away if I feel unwell or unsafe.

3. Equipment

I will inspect any equipment before use and tell staff immediately about any defect. I accept responsibility for the equipment while it is in my care and agree to pay for loss of, or damage to, equipment beyond normal wear and tear.

4. Release and waiver

To the fullest extent permitted by law, I release, waive and discharge the Company from any and all claims, demands and liability for injury, illness, death, or loss of or damage to property arising from my participation, including claims arising from the ordinary negligence of the Company.

5. Indemnification

I agree to indemnify and hold harmless the Company from any loss, liability, damage or cost, including reasonable legal fees, that it may incur because of my participation or my actions.

6. Medical treatment

I authorize the Company to obtain emergency medical treatment for me if I am unable to consent. I agree to pay all

costs of that treatment and transport.

7. Minors

If I am signing on behalf of a minor, I confirm that I am the minor's parent or legal guardian, and I agree to all terms of this document on the minor's behalf and on my own behalf.

8. General

This document is intended to be as broad and inclusive as permitted by the law of the place where the activity takes place. If any part is found invalid, the rest remains in full force. I have read this document, I understand it, and I sign it voluntarily.

_____

Participant full name

_____

Date of birth

_____

Parent/guardian name (if participant is a minor)

_____

Signature

_____

Date

Template provided by WaiverTap as a starting point only. It is not legal advice. Have a lawyer licensed where you operate review it before use. Collect and store signatures digitally at waivertap.com.