M&M KAYAKS

RENTAL EQUIPMENT AGREEMENT, WAIVER AND RELEASE OF LIABILITYKAYAKS, KAYAK TRANSPORTATION EQUIPMENT, AND FISHING EQUIPMENT

Kayak and Equipment Rental Agreement between M&M Kayaks, 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 M&M Kayaks 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 otherwise which may arise out of Renter’s use of kayaking, fishing or transport equipment, premises or facilities, Renter’s participation in kayaking or fishing activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that may arise from Renter’s use of equipment provided by M&M Kayaks. **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 equipment rented from M&M Kayaks.

**\_\_\_\_Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair prior to taking possession of rented equipment. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activities and has made adequate preparations to ensure safety.**

\_\_\_\_Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental kayaks or equipment, or any portion thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (M&M Kayaks) the full cost of repair or replacement.

\_\_\_\_Renter shall return kayaks and equipment in the condition it was received. Minimum charges for repairs, labor and cleaning will be applied in the event the rental kayak or equipment requires repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

**\_\_\_\_RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking and fishing are activities with inherent risks of injure to person and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS** **THEM**. Renter acknowledges that **PFD’s** (Lifejacket) are made available and provided and that **ALL RENTERS ARE REQUIRED TO WEAR PFD’s/LIFEJACKET WHILE OPERATING KAYAK ON THE WATER.** Renter understands that the use of a **PFD** does not remove all risks of injury: nor does other precautions the Renter decided to take to minimize the risks of the activity. No party relate to Lessor, including Owner and Employees, has made the representation regarding the safety of, or the risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITIES.**

**\_\_\_\_RELEASE OF LIABILTY:** Renter hereby **RELEASES** Lessor (M&M Kayaks), its owners and 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 kayak 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.

**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.**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Drivers License Number and State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date Rented:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date Returning:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**