



AWOL Adventure Sports Kayak/SUP Board Rental Agreement

Time: _____ Date: _____

Customer Name: _____ Phone: _____

Email Address: _____

Address: _____ City: _____ State: _____ Zip _____

Driver's License Number *REQUIRED*: _____

Emergency Contact: _____ Phone: _____

List Participant's Names (One form per household): _____

Kayak and Stand Up Paddle Board Release of Liability and Assumption of Risk:

- ***FEES WILL BE CHARGED FOR ALL LATE RETURNS*** There is NO grace period for late returns.
- ***NO PETS ALLOWED*** on any kayak or paddle board
- Minors will wear PFD's at all times in/around water. Adults must have PFD within reach on boat.
- Equipment is not to be taken outside of the prescribed area unless renting overnight.
- All kayaks and SUP boards have a maximum weight limit that is not to be exceeded. Violators may be cited and/or fined.
- All safe boating regulations must be followed.
- It is not illegal for non-motorized boat operators to consume alcohol. However, renters who are known to be drinking alcohol will be refused a boat and charged for cancellation.
- Any and all damage to the equipment that is caused as a result of the lessee's operation or oversight is the sole responsibility of the lessee. **Do NOT leave boats unattended.**
- Lessee is responsible for being aware of currents and winds.
- Boats are to be returned relatively clean and in the same condition as they were when you receive them. Boats that come back with an excessive amount of trash or debris will be **charged a cleaning fee**. Please dispose of your trash in the receptacles.
- No one under 10 yrs. of age is allowed to operate solo kayaks or SUP boards. Younger passengers may be allowed to accompany an adult in a 2 person craft.
- Prohibited uses: Customers may not use boats for any use not intended by manufacturer. In addition, customers shall NOT use the boat in any of the following manners;
 - For any illegal purpose or in an illegal manner
 - To carry any type of hazardous or explosive substance
 - After dusk or during the night
 - To carry loads beyond stated capacity
 - In a reckless, abusive or negligent manner
 - By any person consuming illegal drugs
 - In violation of the terms and conditions of this agreement in any way

- Under NO circumstances shall a customer sub-lease boat or SUP board to any person or entity. Customer's rights under this agreement are non-transferable.
- No member of AWOL staff has the right to change any of the terms or conditions of this agreement (except the owner when done in writing)
- If any provision of this agreement is found to be void, invalid or enforceable such finding shall not affect the validity or enforceability of any other part of this agreement
- This agreement constitutes the entire understanding of the parties with respect to the subject matter contained herein and shall supersede all other agreements, either oral or written, with respect to the same. This agreement is binding, including heir, successors and assigns of the parties.

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersign acknowledge, appreciate and agree that:

- The risk of injury from the activities involved in kayaking, canoeing and paddle boarding is significant, including the potential for permanent paralysis or death.
- I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of AWOL Adventure Sports or others and assumes full responsibility for my participation.
- I willingly agree to comply with the terms and conditions for participation. If I observe any unusually significant hazard during my participation and in my presence. I will safely remove myself from participation and bring attention of the hazard to the nearest official immediately.
- AWOL Adventure Sports owners and employees are not responsible for hazardous river conditions or the weather
- I, for myself and on behalf of my heirs, personal representatives and next of kin hereby release, indemnify and hold harmless AWOL Adventure Sports, its officers, officials, agents, employees, and participants, sponsors, advertisers and if applicable, owners and lessors of premises used to conduct the event from any and all claims, demands, losses and liability arising out of or related to any injury, disability or loss of life occurs, or loss or damage to person or property, whether arising from negligence of AWOL Adventure Sports or otherwise allowed by law.
- I have read this Release of Liability and Assumption of Risk Agreement. I fully understand its terms. I understand that I have given up substantial rights by signing this agreement and sign it freely and voluntarily without any inducement or coercion.

Participants Signatures: _____

For Parents or Guardians of Participant of Minor (Under the age of 18)

This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree to this release as provided above, and for myself, my heirs and next of kin, I release and agree to indemnify and hold harmless AWOL Adventure Sports from any and all liability incidents to my minor child's involvement or participation in these programs and provided above, even if arising from the negligence of AWOL Adventure Sports, as permitted by law.

Signature of Parent or Guardian _____ **Date** _____