

Number of Days Rented _____ Date Rented: _____
 Time Rented: _____

ISLAND OUTFITTERS LLC

Kayak Rental Agreement and Liability Waiver

Delivery Address _____
 Pickup Date & Time: _____

Terms and Conditions of this rental agreement between LESSEE (including those in his/her party) and Island Outfitters LLC, LESSOR), are stated as follows:

1. Each kayak rental includes paddle, life-vest and seat.
2. LESSOR'S ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR's control.
3. Early returns of rental craft by LESSEE will not result in a refund. Inclimate weather does not constitute a refund.
4. A Security Deposit of \$75.00 will be held for each kayak rented. This deposit will be refunded in full when kayak is returned on time and in the same condition. Prior damage to kayak should be noted at time of rental. LESSOR retains the right to charge LESSEE for additional damages incurred by Lessee which is not covered by the \$75 deposit.
5. Late Returns - LESSEE forfeits the security deposit in addition "Late Fees" will be charged at the rate of \$10.00 per hour for each rental craft exceeding the agreed upon return time.
6. The LESSEE acknowledges he/she has carefully examined the craft and accessory equipment and finds it suitable for the purpose for which it is leased; that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody.
7. LESSEE agrees not to use, nor permit the use:
 - a. Of the rental craft for any unlawful purpose;
 - b. Of the rental craft in a careless or negligent manner.
 - c. Of the rental craft while under the influence of alcohol and/or controlled substances.
8. LESSEE is of legal age (18 or older) and his/her signature represents compliance of all persons included in the rental party under this agreement. All minor children under the age of 18 must be accompanied by parent or legal guardian.
9. All passengers agree to wear life vests provided with the rental craft, and the number of passengers per craft will not exceed the seating limit.
10. It is agreed and understood by LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE further agrees to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE's personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft, or any other cause whatsoever.
11. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this Rental Agreement by LESSOR, including expenses incurred in collection or attempting to collect late fees, retrieval fees, and/or damages and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof.

12. The rules and regulations contained herein and as posted in the office, on the craft, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understand said rules and regulations, and further assumes the responsibility to see that his/her party will obey the rules.

- I fully understand that there are certain dangers involved in the use of a kayak that are beyond the control of Island Outfitters, LLC and its employees, which may result in accident, injury, death or property damage either to myself or other persons. Such dangers include, but are not limited to, the possibility of capsizing which could result in drowning, the possibility of striking oyster beds or other objects which may damage or rupture the boat and the possibility of being exposed to the hazards of water level or weather changes (including rain, lightening, fog, high winds and rough water).
- I acknowledge that I am familiar with the operation of a kayak and that I have been encouraged to **wear a life vest** at all times while using it, and the life vest must be on the kayak if I do not choose to wear it. Children under 6 must wear a life vest.
- I do not have any physical condition which would endanger my health by engaging in this activity.
- I acknowledge that the kayak has been rented for my use only, and I have no authority to permit other persons to use it.

CAR-TOPPING DISCLAIMER AND AGREEMENT

- I understand that it is my responsibility to ensure the safe and proper loading of my rental kayak on my vehicle.
- I acknowledge that improper loading and attachment of my rental kayak may result in damage to my vehicle, vehicles around me, and the rental items themselves.
- I release Island Outfitters LLC staff from all liability for any assistance provided in loading or securing rental equipment.

 Signature Date

 Address City State ZIP

 Rental House Name Rental House Mgmt Company

 Rental House Phone Number

 DL # Cell Phone