

Rental Equipment Agreement, Waiver and Release of Liability Kayaks, Paddle boards and Related Watersports and Biking Equipment

Boat (Kayak/SUP/Canoe/Paddle Boat), Bike and Equipment Rental Agreement between Angie's Paddle and Pedal 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 Angie's Paddle and Pedal 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 Boat or Bike Equipment, premises or facilities or Renter's participation in boating or Biking 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 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 Angie's Paddle and Pedal. Please initial each item and sign below to acknowledge acceptance of this agreement.

_____ Renter shall obey all state, federal and local Boating/Biking Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats/bikes or equipment from Angie's Paddle and Pedal. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats/bikes or equipment from Angie's Paddle and Pedal.

_____ 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/bikes and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Angie's Paddle and Pedal) the full cost of repair or replacement.

_____ Renter shall return boats/bikes 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/bikes 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, Paddle boarding, Canoeing, Paddle Boating and Biking 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 (Lifejackets)/Helmets are made available and that ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS/HELMETS WHILE USING RENTAL BOATS/BIKES AND EQUIPMENT. Renter understands that use of a PFD/Helmet does not remove all risks of injury; nor does PFD/Helmet use make Kayaking, Paddle boarding, Canoeing, Paddle Boating or Biking 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 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 (Angie's Paddle and Pedal), 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/bike 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)/bike(s) or Equipment. The laws of the State of South Dakota shall govern this agreement.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I have read and understand Page 1. I agree to the terms and conditions as stated.

Signature: _____ Date: _____

Print Name: _____

Driver's License Number and State: _____

Phone: _____ E-mail: _____

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18) In consideration of minor being permitted by Angie's Paddle and Pedal to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Angie's Paddle and Pedal from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth on page 1 and above.

SIGNATURE OF PARENT(S) OR COURT-APPOINTED LEGAL GUARDIAN(S) _____

DATE: _____ NAME(S) OF MINOR(S) _____

Driver's License Number and State: _____

Phone: _____ E-mail: _____

Renting: _____

Date/Time Rented: _____ Time returning: _____