

## KAYAK RENTAL AGREEMENT - WAIVER & RELEASE OF LIABILITY

**ASSUMPTION OF RISK:** I, for my heirs, executors, administrators and assigns, understand & accept that renting this kayak and participating in kayaking exposes me to many hazards & entails unavoidable risk of death, personal injury (including but **NOT** limited to drowning or bodily injury) and loss of or damage to property. I also understand that I should be in good physical health to participate in kayaking. I choose to participate in kayaking in spite of these risks & hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this kayak and participating in kayaking. I understand the inherent risk involved in using this equipment; accept full responsibility for any all such damage or injury which may result. I **expressly agree & promise to accept & assume all of the risks existing in these activities, both known & unknown, whether caused or alleged to be caused by the ordinary (but NOT gross) negligence acts or omissions of Monadnock Paddle LLC ("MP").** My participation in these activities is purely voluntary, and I elect to participate in these activities in spite of the risks. **Initial:**           

**WAIVER & RELEASE:** In consideration of MP renting me this kayak, I, for my heirs, executors, administrators and assigns, specifically remise, release and forever discharge discharge MP, its officers, agents, employees, their successors, assigns and administrators, from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this kayak and participating in kayaking. This discharge specifically includes, but is **NOT** limited to, liability or claims for injury, illness, death or damage caused by the negligence of MP, or its officers, agents or employees. It is my intent by the Waiver & Release Agreement to release MP and hold it harmless from liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of MP or whether based upon breach of contract, breach of warranty or any other legal theory. In signing this document, I fully recognize that is injury, illness, death or damage occurs to me while I am engaged in renting this kayak or participating in kayaking, I will have **NO** right to make a claim or file a lawsuit against MP or its, officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage. **Initial:**           

If I am injured during an activity with MP, I give permission for activity participants to administer first aid and to seek medical assistance as deemed necessary. **Initial:**           

I understand & agree that should emergency rescue evacuation become necessary, the expenses of same are my sole responsibility and **NOT** that of MP. **Initial:**           

I hereby commit to wearing a properly fastened personal flotation device at all times while using the kayak. **Initial:**           

I understand that this activity may result in severe injury, including but **NOT** limited to drowning or bodily injury. **Initial:**

I understand that accessories such as cargo (dry bags, etc.) can change the dynamics of kayaking and can create additional risks for the participant. Initial: \_\_\_\_\_

I understand that this activity may result in hazards posed by other kayakers, boat traffic or water and weather conditions. Initial: \_\_\_\_\_

I understand the basics of how to safely enter/exit and paddle a kayak. Initial: \_\_\_\_\_

I understand that when in doubt, I shall give other boaters right-of-way and will operate the rental kayak safely and in accordance with New Hampshire boating rules and regulations, & MP's **POSTED RULES** on site & return the kayak in the same condition in which I initially accepted it, otherwise will be liable for its repairs. Initial: \_\_\_\_\_

I understand that this kayak does **NOT** have navigation lights and that I will **NOT** operate it when dark or dusk. Initial: \_\_\_\_\_

I understand that upon return of the rented kayak, MP will inspect for damage. If unreasonable damage, beyond normal wear & tear, is discovered, MP reserves the right to levee additional fee(s) on my final bill to cover damages. Initial: \_\_\_\_\_

MP staff has answered questions that I have had. Initial: \_\_\_\_\_

I consent & authorize MP to use my likeness in any photograph, video or other digital media (copies, edited, enhanced, cropped or otherwise altered) take or to be taken while on the MP property or while utilizing the kayak in any and all of its publications, including print or web-based publications and I am **NOT** entitled to compensation for same. Initial: \_\_\_\_\_

I have carefully read and understand the above. I understand that this is an assumption of risk, waiver & release of liability and I sign it voluntary. I also understand that I should **NOT** and may **NOT** participate in this activity if I am under the influence of any alcohol, drugs or other substance. **I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS.** Initial: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ [print]  
Emergency Contact Phone: \_\_\_\_\_  
Date/Time of Rental: \_\_\_\_\_  
Expected Return Date/Time: \_\_\_\_\_

**Parent or Guardian, if Participant is less than 18 years old.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_