

# Lakeside Kayak Rental Liability Form

## RENTAL AGREEMENT-WAIVER AND RELEASE OF LIABILITY

This Rental Agreement is made by and between Rainy Lake Aquatics LLC doing business as Lakeside Kayak Rental. and the Renter identified below and is effective as of the date of the signature of the Renter.

**Renter:** The Renter is: \_\_\_\_\_ (print full name)

Street Address: \_\_\_\_\_

State, Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

Drivers Licence #: \_\_\_\_\_

**Rental Rate and Rental Duration:** The Kayak/Paddleboard and all associated equipment is rented for \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_, from \_\_\_\_ a.m./p.m. until \_\_\_\_ a.m./p.m. Payment is due immediately upon the signature of this agreement. Any payment made through credit card shall be honored in accordance with the Renter's credit card agreement and obligations.

I am renting the following equipment:

\_\_\_ Canoe(s) (includes \_\_paddle(s))

\_\_\_ Tandem Kayak(s) (includes \_\_paddle(s))

\_\_\_ Kayak(s) (includes \_\_\_ paddle(s))

\_\_\_ Paddleboard(s) (includes \_\_\_paddle(s))

\_\_\_ Paddleboard Leash \_\_\_

\_\_\_ Inflatable Cooler (\$30)

\_\_\_ Lifejacket(s)

\_\_\_ Dry Storage Container(s)

\_\_\_ Splashpad(s)

\_\_\_ I further state that I am of lawful age and legally competent to sign this agreement. I also understand that this is a contract and not a mere recital, and I agree I have signed this contract on my own free act.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE I SIGNED.

\_\_\_\_\_  
**Renter's Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

Please list all riders and their emergency contact (indicate minors)

\_\_\_\_\_  
\_\_\_\_\_

Upon arrival the returned equipment was received and inspected by:

\_\_\_\_\_ (Staff)

## Rules, Regulations, & Replacement Costs

- 1. Rules for Use of Kayak and Equipment.** Renter agrees that he or she shall use all equipment, including the kayak/paddleboard, paddles, safety(life) vest, ropes, (hereinafter collectively referred to as the “kayak/paddleboard equipment”) only for the purpose of personal entertainment, with safety always in mind, and in accordance with ALL of the following rules:
  - a. Renter shall obey all federal, Minnesota, and local laws, ordinances, rules or regulations with respect to the use and operation of the rental equipment and shall obey all lawful directives of the Rainy Lake Aquatics LLC DBA Lakeside Kayak Rental, emergency or law enforcement personnel while operating the kayak equipment.
  - b. Renter shall abide by all alcohol consumption laws including the renter will remain under a .08 BAC as it is state law to operate a watercraft. Rainy Lake Aquatics LLC DBA Lakeside Kayak Rental reserves the right to inform authorities and prevent the driving of any renter that seems to be above the .08 limit.
  - c. Renter shall return all of the rented equipment by the specified time. If the equipment is returned damaged beyond repair, or any equipment is lost or stolen, the Renter shall be financially responsible for equipment, at the cost listed on next page. If the equipment is returned later than the agreed upon time the renter will be charged \$20 per hour late.
  - d. Renter shall not throw trash or litter, into the water or otherwise. All trash or litter must be secured to keep it from accidentally falling into the water and upon the end of the rental, all trash and litter shall be deposited in the appropriate trash receptacle.
  - e. Renter shall not allow anyone other than Renter to use or operate the equipment.
  - f. All minors must be accompanied by an adult at all times. Renter must list all accompanying minors at the end of this form. Renter is liable for all listed minors.
  - g. If a renter has a minor sharing their kayak/paddleboard their weight must not exceed weight limit for the specific rental.
  - h. Renter shall follow all posted speed limits and rules of navigation while on the water, and shall stay clear of all other boats in operation on the water. Renter shall take care not to allow the kayak/paddleboard to collide or damage other vessels that may be docked in the marina or in operation on navigable waters.
  - i. If fishing the renter must be properly licensed, and shall abide by all local and state fishing laws and regulations.
  - j. No smoking on or near equipment. Renter will be liable for burn marks caused by cigarettes.
- 2. Acknowledgements and Agreements.** By executing this Rental Agreement, undersigned Renter acknowledges and agrees that:
  - a. Renter has read and fully understood all the rules associated with the use of the Equipment, the Warnings, and Assumption of Risk.
  - b. Renter acknowledges and agrees that he or she has the requisite skills, physical abilities, and mental abilities, including swimming skills, necessary for the proper and safe use of the kayak equipment.
  - c. Renter is personally liable for any injury or damage caused to others or their property while operating the kayak/paddleboard equipment or while on the Rainy Lake Aquatics LLC property.
  - d. Renter agrees to wear a properly fitted and fastened floatation device (lifejacket) while aboard the kayak/paddleboard or on or in the water.
  - e. Renter shall not sell or assign this Agreement or sublet the kayak/paddleboard equipment or any part thereof.
  - f. Rainy Lake Aquatics LLC DBA Lakeside Kayak Rental provides the kayak/paddleboard equipment without warranty and any and all warranties capable of waiver under Minnesota and Arizona law are hereby waived.
  - g. Rainy Lake Aquatics LLC DBA Lakeside Kayak Rental is not liable for the loss or damage to the personal property of the Renter. Be careful objects do not fall from your board and be careful to secure hats.
  - h. Renter is personally liable for any injury or damage to themselves or another’s person or property.

Repairs will be assessed and determined by staff depending on degree of damage. Replacement costs are as follows (in USD):

- Kayak (\$500) Youth(\$300)
- Paddleboard (\$700) Youth(\$300)
- Dry Storage Container (\$10)
- Inflatable Cooler (\$25)
- Leash (\$20)
- Paddle (\$50)
- Life Vest (\$50)
- Canoe (\$1,000)
- Tandem Kayak (\$800)
- Splashpad (\$500)