



Rental Equipment Agreement, Waiver and Release of Liability/Assumption of Risk Agreement

By completing this form, you are acknowledging that you have read, understand and agree to the Safety and Rules Waiver and HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND SIGN IT FREELY AND VOLUNTARILY IN AGREEMENT. Kayak and equipment rental agreement between Kayak the Creek, herein referred to as 'KTC' and the undersigned, hereon called 'renter'. The agreement also constitutes a waiver and release of liability/assumption of risk. Each participant must read, initial and sign below to participate (Parent or guardian signs for minors).

Sign to acknowledge agreement:

Renter acknowledges that he/she is capable of safely operating and handling the equipment and represents that he/she has adequate skills and knowledge to safely complete the planned activity. Renter agrees that he/she is in adequate health for kayaking and assures he/she is UNDER 250 lbs (kayak limit) and over the age of 18 (Parent/guardian signs for under 18).

Renter agrees that adequate preparation has been made to ensure safe completion of the trip, including finding the equipment in good working order, condition and repair and reading and agreeing to the Kayak the Creek - Safety Instructions and Basic Rules.

Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or equipment, or any portions there of, including, but not limited to vandalism or theft and shall pay KTC for the full cost of repair or replacement. Never leave your equipment unattended. Renter shall return boats and equipment in the condition in which it was received. Equipment includes kayak, paddle, life vest and optional dry box & phone bag.

Renter agrees to use all equipment for its designed purpose only (Paddles shall NOT be used to push kayak and renter in low waters or used to dislodge a stuck kayak - see above for broken paddles).

Recognition of risk: Renter acknowledges that kayaking is an activity with inherent risk of injury to persons and property. There is a risk of significant injury, including the potential for permanent paralysis, drowning or death. Damage to personal property is also possible.

I understand that such risks simply cannot be eliminated (EVEN THOSE ARISING FROM NEGLIGENCE OF KTC) without jeopardizing the essential qualities of the activity. Renter knowingly and freely assumes all such risks, both known and unknown.

{Optional} By initialing here, renter grants KTC the right to use any photos or statements from or including the renter's image on social media, advertising or the KTC website.

I have read this release of liability and assumption of risk agreement, fully understand its terms and sign it freely and voluntarily. (Parent or Guardian of minor/s - list their names)

Print Name: _____ Signature: _____ Date: _____

Names and ages of minors: _____