

MOON RIVER KAYAK TOURS LLC // HOGANS MARINA

RENTAL AGREEMENT - RELEASE OF LIABILITY—READ BEFORE SIGNING

Renter agrees to rent from **MOON RIVER KAYAK TOURS LLC** and **HOGAN’S MARINA** the equipment listed on the back of this document, subject to the following Conditions and rules of Operation:

CONDITIONS AND RULES OF OPERATION

1. Renter must know how to swim and must be capable of swimming. Good general health is also required.
2. Renter must wear a U.S.C.G. approved personal flotation device (PFD) whenever using any watercraft rented under this agreement and must follow all instructions given by MOON RIVER KAYAK TOURS LLC & HOGANS MARINA personnel.
3. Renter will not use the watercraft until equipment use and a self-rescue is understood.
5. Renter is aware that a tidal current is present and that a switch in direction will occur with a turn of the tides. We suggest paddling against the current in the start of the trip and returning with the current.
6. Renter will not consume alcoholic beverages and/or illegal or controlled substances before or during the use of watercraft.
7. When paddling in this area, renter shall follow the “Rules of the Road” and stay clear of all boats underway and stay to the sides of the main channel.
8. Renter will stay clear of fishing lines and be aware of obstacles both above and below the water.
9. Protective footwear is required.
10. Renter’s valid credit card is required at time of rental as a security deposit. This will help defray costs arising from damage to or loss of the equipment, adjustments in the rental period, or other costs directly or indirectly attributable to neglect, negligence, equipment misuse, or breaking of contract by the Renter. Rental costs in excess of the initial amount are the responsibility of the Renter and are due and payable upon demand. If the equipment is stolen while in the Renter’s possession, Renter will reimburse MOON RIVER KAYAK TOURS LLC at the equipment’s fair market value as determined by MOON RIVER KAYAK TOURS LLC. **I also agree to pay any cost associated with search for lost or overdue rentals.**

In consideration of being allowed to participate in any way in the MOON RIVER KAYAK TOURS program, its related events and activities, I, _____, (**PLEASE PRINT CLEARLY**) the undersigned.

Acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Moon River Kayak Tours LLC and Hogans Marina, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property

associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE FROM THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

**FOR PARENTS/GAURDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

this is to certify that I, as parent /guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Date Signed _____
PARENT/GUARDIAN'S SIGNATURE (Print Name)

EQUIPMENT RENTED

Kayak _____

Paddle _____

PFD _____

Other _____

Time Out _____ Time In _____

Rate _____ (half day, whole day) additional cost/ hour _____

Rental Total _____

Payment Type _____

Driver's License # _____

Credit Card # _____

Exp date _____ CVV _____

I authorize the above charges _____ (sign)