



# Rental Equipment Agreement, Waiver and Release of Liability and Indemnification Agreement Kayaks, Canoes and Related Watersports Equipment

Boat (Kayak/SUP) and Equipment Rental Agreement between Elk River Get-A-Way, LLC 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 Elk River Get-A-Way, LLC and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, property loss, wrongful death, loss of services or otherwise which may arise out of Renter's use of kayaking or watersports equipment, premises or facilities affiliated with Elk River Get-A-Way, LLC or Renter's participation in kayaking or watersports activities arranged and/or facilitated by Elk River Get-A-Way, LLC. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that may exist at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of Elk River Get-A-Way, LLC.

### PLEASE INITIAL EACH ITEM AND SIGN BELOW TO ACKNOWLEDGE ACCEPTANCE OF THIS AGREEMENT.

- \_\_\_\_\_ Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from Elk River Get-A-Way, LLC.
- \_\_\_\_\_ Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from Elk River Get-A-Way, LLC.
- \_\_\_\_\_ 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 and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay Elk River Get-A-Way, LLC the full cost of repair or replacement.
- \_\_\_\_\_ Renter shall return boats 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 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 and related watersports 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 (Life jackets are made available and that ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFE JACKETS WHILE USING RENTAL BOATS AND EQUIPMENT. Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Kayaking or Watersports 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 Elk River Get-A-Way, LLC, 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 Elk River Get-A-Way, LLC, its owners and its employees from liability for negligence and HOLDS HARMLESS Elk River Get-A-Way, LLC, 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 and/or Equipment.
- \_\_\_\_\_ This agreement constitutes the entire agreement between Elk River Get-A-Way, LLC 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 Elk River Get-A-Way, LLC to Renter, except as contained herein, and Elk River Get-A-Way, LLC 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 Elk River Get-A-Way, LLC's agent while using said boat(s) or Equipment. The laws of the State of West Virginia shall govern this agreement.

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

I have read and understand the above. I agree to the terms and conditions as stated.      Emergency Contact Information:

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

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Driver's License Number and State: \_\_\_\_\_ Relation: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Minor: Under 18 years of age. REQUIRED: Parent/Guardian Signature: \_\_\_\_\_

*I certify that I am the parent or guardian with legal responsibility for the above signed participant and agree to his/her release. I have discussed the risks with my child and my child fully understands the risks. I certify that he/she is of such an age and has the knowledge to understand the risks involved. I also agree to indemnify (pay all court and other legal costs if I, my heirs, or assigns lose in a court action) the above named companies and individuals from all liabilities resulting from his/her participation in these activities for myself, my heirs, assigns, and next of kin.*



# EXPERIENCE & SAFETY CHECK SHEET

## EXPERIENCE

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Please select the highest level that applies to you.

What is your flat-water paddling experience?

- Never sat in a kayak or floated on flat-water before
- Have tried it once or twice
- Have kayaked multiple times and know basic skills/paddling strokes
- Comfortable with most flat-water kayaking and can transition easily between different types of boats

What is your level of swimming experience?

- Non Swimmer  
*Has no swimming experience, may demonstrate fear of the water. Cannot tread in deep water.*
- Beginner  
*May demonstrate paddling and kicking coordination but uses assistance when swimming, may demonstrate a fear of the water. Cannot tread in deep water for any length of time.*
- Intermediate  
*Demonstrates forward motion in the water on back and front without assistance, for a short period of time. Can tread in deep water for a short period of time.*
- Advanced  
*Able to swim at length without stopping, demonstrates proficient front and back stroke skills and can tread in deep water for a longer period of time.*

## FOR YOUR SAFETY

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**Recommended:**

- 2 bottles of water min per participant
- Protect yourself against the elements:
  - Appropriate clothing:
    - Water shoes - canvas or quick drying
    - Shirt - Longsleeve if sun sensitive
    - Hat - Baseball cap or sunhat
  - Sunscreen
  - Insect Repellent
- Cell Phone
- Dry Bag (for cell phone, keys ect)
- Brush up on self rescue in shallow water
- Learn to re-enter kayak
- Ask about safety and first aid info
- Check weather/river app on ERG website

**Required & Provided:**

- Personal Flotation Device (PFD)
- Emergency Whistle
- DO NOT exceed weight capacity of watercraft

## BALANCE & PADDLING

- Stay centered in vessel for balance
- Loosen grip on paddles to create an "OK" sign with thumb and pointer finger, then allow the rest of fingers to set loosely on paddle handle. This will save your wrists!

## IN CASE OF CAPSIZE

- Stay calm, abandon your gear if necessary
- Upright kayak and pull it back to you to help you float in deep water.
- For deep water re-entry: Jump over kayak on stomach, then turn over once balanced
- A partner can help stabilize by using a paddle as a bridge across both kayaks.

\_\_\_\_\_ Initial here if you have read and understand the safety recommendations.