

STANDARD BOAT RENTAL AGREEMENT

DOWNUNDER KAYAKING 2010

@ Below Deck, 157 Rowayton Ave
 ROWAYTON, CONNECTICUT 06853
 www.downunderkayaking.com
 (203) 642-3660

BETWEEN

LESSOR

AND LESSEE Name	Address	Day Date
PLEASE PRINT City	State	Cell Phone
	Zip	Home Phone
EMERGENCY CONTACT NAME	PHONE #	Leave Time
		Return Time

TWO HOUR MINIMUM ON RENTALS - Early Returns Will Not Result In A Refund. EQUIPMENT/PROGRAMS CHARGES

CREDIT CARD TYPE	EXP			
CREDIT CARD #				
HEALTH CONDITIONS				
Please List Any Health Conditions/Physical Restrictions. Your Signature At The Bottom Of This Contract Releases Lessor Of All Liability Associated To Any Health Conditions/Physical Restrictions.				
OTHER				
How did you hear of us?				
Personal Email: _____ (To receive our newsletter - this list is strictly private and not shared.)				

READ BOTH SIDES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this rental agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.

I (WE) ACKNOWLEDGE THAT A COPY OF THIS AGREEMENT IS AVAILABLE UPON REQUEST. FURTHERMORE, I (WE) ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO FUTURE RENTALS IN 2010.

THAT I (WE) ACKNOWLEDGE THAT A COPY OF THIS AGREEMENT IS AVAILABLE UPON REQUEST.

PRINCIPAL LESSEE

LESSOR DOWNUNDER KAYAKING X _____
(I am of Legal Age)

 STAFF SIGNATURE X _____
(I am of Legal Age)

CANCELLATION POLICY

24 Hours notice is required to cancel this agreement. After this time, your credit card will be charged for the full amount. Lessor reserves the right to cancel based on weather conditions.

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PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Downunder Kayaking is not responsible for your personal possessions. We recommend you leave them in your car and bring only what you are taking out with you.

*****READ BEFORE SIGNING*****

Organization/Outing Name: _____

Participant Name: _____

In consideration of being allowed to participate in any way in the program, related events and activities, I 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.
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.
3. I willingly agree to comply with terms and conditions for participation. If 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 nearest official immediately.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, **I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.**
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Downunder Kayaking**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF 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. This Agreement is valid for the year of 2010 — in signing I acknowledge that it extends to future rentals.

Email (if not on the front, enter here to receive our newsletter): _____

X _____
PARTICIPANT'S SIGNATURE AGE DATE

X _____
PARTICIPANT'S SIGNATURE AGE DATE

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 YEARS 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 heirs, assigns. and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents 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 _____
PARENT/GUARDIAN SIGNATURE DATE EMERGENCY PHONE NUMBER(S)

Child's Name, Age, Date of Birth

Child's Name, Age, Date of Birth

Child's Name, Age, Date of Birth

Child's Name, Age, Date of Birth