

# EQUIPMENT RENTAL AGREEMENT

The undersigned Renter agrees to rent from Owner (Liquid Fusion Kayaking, 32399 Basin St. #46A, Fort Bragg, CA 95437 (707) 357-0081) kayak(s), paddle(s), life jacket(s), for the designated rental period and subject to the terms and conditions stated herein. Renter represents and warrants:

I have read and understand the Owner's required Waiver and Release of Liability form and have read and understand the Owner's Rental Policies, including my obligations for rental costs, deposits, return times, and late fees.

I will abide by all state and local rules and regulations governing use of the equipment, and will not use or operate the equipment in violation of any law, nor in any manner for which the rented equipment was not designed or intended.

I am in good health and can swim; will wear a life jacket at all times using any watercraft; and will not consume alcohol or recreational drugs while using operating any rented equipment.

I have adequate training or knowledge to safely operate the rental equipment, and have adequate and safe means to transport the rented equipment.

I am aware that Owner is not providing any insurance whatsoever related to the rental of the equipment and that I am financially responsible for the rented equipment while in my possession and during the initial term of this rental agreement and any extension thereto, including loss or damage to the equipment; loss or damages caused to other property; or injury or other claims made by other equipment users or other third parties arising from my use of the equipment. I further agree to pay for any and all costs incurred by Owner in the retrieval, rescue or repossession of the rented equipment if so required.

The rented equipment is due back to Owner. In addition to the rental rates below for the initially designated term, I authorize Owner to place a credit hold on my credit card in the amount of \$450/kayak at the time of rental as a deposit to pay for, in full or in part, potential damages, losses or rental extensions. I further authorize Owner to charge my credit card for any damages, losses, additional rents or other costs incurred by Owner that exceed any deposit amount initially provided. I understand there is no credit given for early return or non-use of the rented equipment.

RENTER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

RENTER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## RENTAL RATES AND POLICIES

Equipment Item	24 Hour Rate	Additional Days
Single Sit on Top Kayak with Paddle, Life Jacket, and Seat	\$80	\$60/day
Double Sit on Top Kayak with 2 Paddles, 2 Life Jackets, and 2 Seats	\$110	\$80/day
Paddle	\$10	\$10
Life Jacket	\$5	\$5
Dry Bag	\$5	\$5

Rentals are due 24 hours after pickup. Timely return is critical to meet commitments to other renters. Late fees may accrue after a 15-minute grace period, at a rate of 10% of the 24-hour rate for each item per full or part of each hour beyond the originally scheduled return deadline.

This is a carry out rental – we will assist the renter in getting the rented equipment near to the transporting vehicle but cannot assist securing the rented equipment in or on any vehicle.

A deposit of \$450/kayak is required on all rentals via an authorization against a major credit card. Pre-authorization deposits are released upon return of the rented equipment, net of any deduction for loss or damages.

Renter is responsible for any and all damages and losses to the rented equipment. For purposes of calculation of damages or loss, the Replacement Value of any equipment shall be defined at 80% of MSRP. Cost of repair, retrieval or rescue of the rented equipment is charged at \$75 per man-hour, plus \$.50 per mile for any required travel. Common repair/replacement costs (examples only; actual may vary): Hull breach \$450; lost PFD \$70; lost paddle \$80; lost seat \$80;

All renters must be at least 18 years old. All operators of the rented equipment must be at least 16 years old.

Renter and other users must each read and sign a LFK Waiver and Release of Liability form. This is an online form that is separate from this rental agreement.

Rental charges are due at the time of the reservation. There are no refunds or credits given for no-show, weather or water conditions, unused equipment, or early return.

Renters and other operators must wear life jackets at all times while operating any watercraft.

Rented equipment must be picked up and returned to LFK according to your reservation rental agreement (ie if you pick your kayak up for a 24 hour rental at 10am Thursday – it is to be returned at 10am Friday)

Any transported boat must have at least 3 points of security: two tie-down straps of at least 1" in width plus an attached security line to the front of the vehicle or trailer.

All transporting vehicles must have adequate capability to carry the rented equipment. We cannot confirm whether or not the rented equipment falls within the transporting vehicle's or its attachments weight limits or carrying capacity, but may refuse a rental at our discretion if we believe the transporting vehicle poses a risk to the rented equipment. All transporting risks are borne by the renter.

USER PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## **WAIVER AND RELEASE OF LIABILITY**

**PARTIES TO THIS AGREEMENT** - The "Owner" of the rented equipment includes Liquid Fusion Kayaking (LFK), liquidfusionkayak.com and all employees, officers, shareholders, agents, representatives, partners, lessors, insurers, assigns and other parties related thereto, and of Liquid Fusion Kayaking. The "User(s)" include the renter of the equipment; any operator, passenger, or participant in any activity involving the equipment; any minor in the care or under the supervision of any User; and the heirs, executors, administrators, successors and assigns of the foregoing. Renter and all other Users signing below agree that they will be the only operators, passengers or otherwise the only users of the rented equipment. Each User below further agrees that if any other party or individual is allowed to use the rented equipment, each of the undersigned will be personally liable for any damages to such unauthorized Users or damages to others caused by such unauthorized User, even if such damages arise out of the negligence or fault of the Owner.

**ACKNOWLEDGMENT OF RISKS** - The undersigned hereby acknowledge that some, but not all of the risks of participating in water-sport activities and the transportation and use of watercraft and other rented equipment include: road accidents; damage to the transporting automobile; failure of transporting attachments such as roof racks and trailers; unpredictable currents and water flow; collisions with submerged objects and other watercraft; capsizing or sinking of watercraft; exposure and hypothermia; encounters with wildlife and insects; lightning strikes; equipment and operator errors; incapacitation due to illness; becoming lost or otherwise requiring expensive rescue; dangerous winds and storms; expensive damages to the rented equipment and to the property of others; and any other event that may cause expense, illness, injury, or death.

**EXPRESS ASSUMPTION OF RISK** – Each undersigned hereby agrees that each is operating or using the equipment provided by Owner at his/her own risk. Each undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment. Each undersigned assumes full responsibility for the risks of personal injury, accidents or illness, and any resultant expenses from any such risk, damage or loss to themselves, any other User, the rented equipment and for any personal injury or property loss caused by any User while using the rented equipment, even if the risks arise out of the negligence or fault of Owner.

**WAIVER/RELEASE OF LIABILITY** - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Owner from any and all liability of any nature for any and all injury or damage arising from personal injuries or property damage sustained or caused by the undersigned or any other User or minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Owner regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages which may occur. The undersigned specifically agrees that Owner shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY OWNER** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Owner.

**LIABILITY TO THIRD PARTIES** – Each undersigned hereby agrees that he/she will indemnify and hold harmless Owner for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, any other users of the rented equipment; operators and passengers of other watercraft; and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Owner, even if such damages arise out of the negligence or fault of Owner.

**MISCELLANEOUS** - The provisions of this Release will prevail over any conflicting clauses in any rental agreement executed concurrently hereto. Any claims or disputes arising from this agreement shall be exclusively governed by and construed in accordance with the laws of the state of California, and venue for any litigation arising herefrom shall exclusively be in the state courts of competent jurisdiction sitting in Mendocino County, California. This Agreement shall inure to the benefit of, and is binding upon, the parties hereto, and their respective heirs, representatives, successors and assigns. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

**ACKNOWLEDGMENT OF POTENTIAL RAMIFICATIONS OF SIGNING THIS WAIVER AND RELEASE** – Each undersigned states that he/she has had sufficient time to review this Release and to ask any questions associated with said Release. Each undersigned further states that he/she has carefully read the foregoing Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from any other rental facility, but has chosen to rent, operate, or use equipment from Owner with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Owner for Owner negligence.

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.

USER PRINTED NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

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