

# PaddleCanyonLake.COM

## SUP (Stand Up Paddle Board)/Kayak RENTAL AGREEMENT & WAIVER & SAFETY RULES

*EACH paddler required to sign & complete liability form*

Renter Name \_\_\_\_\_ Contact Phone# \_\_\_\_\_

Email \_\_\_\_\_ Mailing Address \_\_\_\_\_

\_\_\_\_\_ (initial) **AGREEMENT TO PAY FOR SERVICES:** I understand that my credit card will be charged for the entirety of the rental amount. I understand that I am solely responsible for the return of any and all recreational equipment (equipment is defined as paddle boards, kayaks, personal flotation devices and accessories such as paddles that are included in the rental) and that it must be returned in the same condition in which I received it. I also understand that late returns will be charged at a rate of \$25 per hour. No refunds due to inclement weather after delivery (a store credit may be issued for future use).

\_\_\_\_\_ (initial) **ADDITIONAL FEE POTENTIAL:** I further understand and agree to pay for any and all damages (including replacement if recreational equipment is damaged, lost or stolen, not to exceed \$550) to property rented from Paddle Canyon Lake caused by any negligent, reckless, or willful actions by myself or my family.

\_\_\_\_\_ (initial) **ASSUMPTION OF RISK AND RELEASE:** I acknowledge and accept that Stand Up Paddle boarding (SUP) and/or kayaking poses certain potential risks and I am aware of the dangers of SUP/kayaking and I assume full responsibility for personal injury to myself and (if applicable) my family members or other person I allow to use, and further release, discharge, hold harmless, defend and indemnify Paddle Canyon Lake and its owners, agents, officers and employees, Water Orientated Recreation District of Comal County (W.O.R.D) and Comal County for any and all claims of bodily injury, death, illness, loss or damage arising out of me or my family's or friends use or anyone else I allow to use recreational equipment from Paddle Canyon Lake, however caused whether by the fault of me, my family, Paddle Canyon Lake, W.O.R.D., Comal County or third parties or natural conditions. I hereby agree that I am voluntarily renting, operating, participating or using equipment provided by Paddle Canyon Lake and assume all risk of injury and that Paddle Canyon Lake, W.O.R.D., or Comal County is in no way responsible for me, my families or any third parties' safety. I understand that Paddle Canyon Lake makes no guarantee as to the fitness or suitability of the recreational equipment. The laws of the State of Texas shall govern this document.

\_\_\_\_\_ (initial) **SAFETY PROVISION:** I understand the United States Coast Guard regulations requires that all paddlers have a US Coast Guard approved Personal Flotation Device (PFD) and that Paddle Canyon Lake and the State of Texas requires all paddlers under 12 to wear approved PFD at all times while on the water. We recommend everyone wears a PFD at all times while on the water.

\_\_\_\_\_ (initial) **W.O.R.D WATER RECREATION RULES & LAWS:** I understand that I and all paddlers in my party must follow W.O.R.D rules and laws while recreating on waterways. I understand that Styrofoam or glass products and the possession of open plastic containers of 5 oz. or less is prohibited on the water. I understand that I cannot trespass on private property. I understand I cannot litter. I understand that public nuisance behavior will not be tolerated. I understand that it is not lawful to operate while intoxicated (loss of mental or physical features, or blood alcohol content of .08 or higher).

\_\_\_\_\_ (initial) **AGE RESTRICTION:** Must be at least 18 years of age to rent equipment from Paddle Canyon Lake. I understand that I must be at least 18 years of age to rent equipment and will be held solely responsible for anyone under the age of 18 using equipment rented from Paddle Canyon Lake. I further understand that Texas Parks and Wildlife does not allow anyone under the age of 13 to operate a personal watercraft (which includes paddle boards and kayaks) without being accompanied on board by a person at least 18 years of age.

\_\_\_\_\_ (initial) **ENFORCEABILITY:** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid and unenforceable provision shall be deemed not to be a part of this agreement.

\_\_\_\_\_ (initial) **NO DURESS:** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given reasonable opportunity to review before signing. I further agree that I have carefully read, know the contents thereof, and have signed this Release freely, knowingly and voluntarily. I further acknowledge that I am fully aware that I am waiving any right I have to bring a legal action to assert a claim against Paddle Canyon Lake for negligence or otherwise.

Renter's Signature (Parent or Guardian if minor) \_\_\_\_\_ Date \_\_\_\_\_