

**PaddleAwaySports, LLC aka PaddleAwaySports**  
**Rental Equipment Agreement, Waiver and Release of Liability**  
**Kayaks, Paddle Boards, Snorkel Gear & Snorkelsleds**

Boat (Kayak/SUP) & Recreational Equipment Rental Agreement between PaddleAwaySports herein called, "Lessor", 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 PaddleAwaySports and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of kayaking or paddle boarding or other Recreational Equipment, premises or facilities or Renter's participation in kayaking, paddle boarding or other water sports activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that I may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of PaddleAwaySports, 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 PaddleAwaySports, LLC. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats from PaddleAwaySports.

\_\_\_\_\_ I will NOT participate in any recreational boating or other activities sponsored by PaddleAwaySports while my ability is impaired by alcohol, drugs, or otherwise. If found by discretion of PaddleAwaySports staff and/or Palm Beach County Sheriff's Marine Patrol, the Boynton Beach Marine Patrol or any other law enforcement agency to be impaired by said substances I further agree that my rental will be terminated and no refund will be provided. PaddleAwaySports does not reserve the right to search your personal belongings; however, if we observe the consumption of alcohol or drugs you will be asked to leave the premises.

\_\_\_\_\_ **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 the Lessor (PaddleAwaySports, 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 and labor will be applied in the event boat or equipment require repair. Renter agrees to use all equipment for its designated purpose only.

\_\_\_\_\_ **RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking, paddle boarding and water sports are activities with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFDs (lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFDs/LIFEJACKETS 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 Paddle boarding 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 Lessor, 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 Lessor (PaddleAwaySports, LLC), its owners 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 Lessor 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 Lessor to Renter, except as contained herein, and Lessor 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 Lessor's agent while using said boat(s) or equipment. The laws of the State of Florida 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.**

Signature or Signature of Parent/Guardian (if under 18 years of age): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_ How did you hear about us?: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Contact Phone #: \_\_\_\_\_

**Minors for which I am the parent/legal guardian:** \_\_\_\_\_