

PaddleAwaySports, LLC aka PaddleAwaySports
Rental Equipment Agreement, Waiver and Release of Liability
Kayaks, Paddle Boards, Snorkel Gear, Full Face Snorkel Masks & 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 and sign each item highlighted in yellow 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.

PHOTO RELEASE: I give the absolute right and permission to use my or my minor child(ren)'s photograph to PaddleAwaySports, LLC. I understand that these images might be used in print media publications, advertisements, online and in any other format that PaddleAwaySports, LLC chooses. I release the photographer, his/her offices, employees, agents and designees from liability for an violation of any personal proprietary right I may have in connection with such use.

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 am at least 18 years of age, I have read, understood and 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:

PaddleAwaySports, LLC aka PaddleAwaySports
Safety Guidelines and General Information
Kayaks, Paddle Boards, Snorkel Gear, Full Face Snorkel Masks & Snorkelsleds

Welcome to Intracoastal Park, located in beautiful Boynton Beach, FL., home of PaddleAwaySports. Our goal at of PaddleAwaySports is to provide you with a safe and enjoyable experience exploring part of Florida's Intracoastal Waterway.

Please take a moment to observe the **red and green buoys**. They are called nun buoys. Nun buoys are channel markers designating the deeper channels in the intracoastal where boats tend to travel. Treat these areas like a road. Look both ways. Make sure no boats are coming, and then cross. Do not linger or hang out in these areas. Smaller vessels have the right of way, but please err to the side of caution. Be defensive and look out for them in case they are not looking out for you.

You should explore 25-50 yards from the shoreline. This is where the majority of **marine life** that you may encounter inhabits. You may encounter marine life such as Manatees, Manta Rays, Stingrays, Eagle Rays, Bottle Nose Dolphins, Loggerhead Turtles and yes, occasionally Sharks. Please do not interact with the wildlife for your safety and theirs.

Directly to the east of the launch site is "**Beer Can Island**", a **bird sanctuary and estuary (Destination A)**. You can navigate around the northern tip of "Beer Can Island" and explore around the island and the cove to the east of the island. You can explore the mangrove area to the northeast of "Beer Can Island". You cannot go on anyone's boats, docks or property. You cannot go on the mangrove area or "Beer Can Island".

To your east, and just south of "Beer Can Island" is the **Boynton Beach Inlet**. This channel leads to the ocean. You are not by any means allowed to try to navigate your way through this channel to the ocean. There is a Palm Beach County Sherriff's Marine Patrol Unit stationed at Boynton Beach's inlet park. If they catch you trying to navigate your way through this channel, they will escort you back to the launch site and you will be done for the day.

Do not cross directly in front of the mouth of the inlet. Instead swing out and do a 180 degree half circle keeping a safe distance from the mouth of the inlet. The Boynton Beach inlet is the most dangerous inlet in the state of Florida. Again, please err to the side of caution. If at any time you find yourself in harm's way or feel that you are in danger, if it is easier to abandon the equipment in order to get to safety, please do so. We here at PaddleAwaySports are concerned about your safety. We will retrieve the equipment at a later time.

Directly to the south of the Boynton Beach inlet on the east side of the intracoastal is the **Town of Ocean Ridge (Destination B)**. There is a small low lying concrete bridge just to the south of the beach area located at Ocean Ridge Park. When you go under this bridge, you will be entering a boat channel where you will see multi-million dollar homes, boats, yachts and sailboats. As it slowly turns to the right, about 10 minutes after you have gone under the first bridge, you will see a second bridge on your left. It is your only left. Go left. Again it will slowly turn to the right. About 10 minutes later you will come to a point where you will either have to make a right or a left. It is your only left, go left and under a third bridge. You will enter a mangrove area. There are trails you can explore. None of them lead anywhere. They all dead end. You may encounter birds such as Osprey, Turkey Vultures, Ibis, Blue Heron, Pelicans, Seagulls and more. It should take you roughly 30 minutes to get there, 30 minutes to explore this area, and 30 minutes to return. I recommend exploring Destination B first and using the last half hour of your time to explore Destination A which is only a stone's throw away from your final destination point, the big blue roof.

PaddleAwaySports has provided you with a life vest, and you are required to wear it at all times.

PaddleAwaySports will provide me with oral instructions concerning the operation of the rental equipment that I am renting from PaddleAwaySports in addition to the safety guidelines. I will not participate in any recreational boating or other activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions.

I have read and understand the above safety guidelines and general instructions.

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

Date:

Attendant's initials: