

RIDGEFIELD KAYAK RENTALS, LLC

APPLICATION FOR EQUIPMENT RENTAL, WITH AFFIRMATION, WAIVER, WARRANTY, RELEASE AND ASSUMPTION OF RISK.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ THE FOLLOWING CAREFULLY BEFORE SIGNING.

I am aware that certain dangers are inherent in canoeing and kayaking. By the rental of canoeing and kayaking equipment, I certify that I am aware of all dangers, such dangers including mortal and/or severe injury, and have familiarized myself with all precautions which can be taken to prevent injury to myself and those I allow to use said equipment or participate in its use.

I understand that it is not the function of Ridgefield Kayak Rentals, LLC, or its members, employees, agents, and their assistants to serve as guardians of my safety. I warrant that I am in good physical condition and a sufficiently competent boater to protect myself and/or those using the equipment with me, from injury and know of no medical reason or health reasons why I should not participate in the water sport activities. I also understand that I am to furnish my own personal equipment such as shoes, clothing, and other equipment in addition to the equipment that I have rented from Ridgefield Kayak Rentals, LLC.

I understand the Ridgefield Kayak Rentals, LLC, or its members, employees, agents, and their assistants shall not be held liable in any way to me, my family, heirs, executor or assigns for any occurrence or accident which may result in injury, death or other damages in connection with my use of the rented equipment for any purpose. I have been expressly advised by the release that if I have doubts as to the adequacy of my skills or those I allow to use the rented equipment with me, I should contact a professional guide and/or instructor to provide expert instruction, guiding services, or assistance of the end that any unnecessary risks may be reduced from what is unquestionably the high risk, dangerous activity of water sports.

In consideration of the rental equipment from Ridgefield Kayak Rentals, LLC at a cost which does not reflect any premium for insurance, I hereby personally assume all risk in connection with such use, including but is not limited to those associated with the forces of nature, physically injury, or illness and accidents resulting from falls, and I further agree to forever release, discharge, waive, save hold harmless Ridgefield Kayak Rentals LLC or its members, employees, agents and their assistants from any claim by others, by me, or my estate, executor, heirs, or assigns from my use of the equipment. This includes, but is not limited to any and all medical expenses or other expenses and damages in the event of accidents, illness, other incapacity, death or damage to property, however caused. I further understand there is no insurance coverage for the said equipment for me or any other person. I have been advised by the release that Ridgefield Kayak Rentals, LLC could not profitably rent said equipment if it were to agree to undertake liability for injury or property damage arising from its use, and that the renter execute this release. **Therefore, part of the consideration for this release is the price charged for renting said equipment which has been determined the basis that all risk associated with the use of the equipment has been assumed by the renter.**

I further state that I am of lawful age and legally competent to sign this Affirmation, Waiver, Warrant, Release and Assumption of Risk. **I understand that the terms of this document are contractual and not a mere recital and I signed this document under my own freewill. The renter is responsible for the return of all items and equipment rental, and is further responsible for any and all cleaning, damages or loss resulting from the use of the rental items and equipment. If requested by Ridgefield Kayak Rental LLC, the renter agrees to leave an open credit care number of cash as a damage deposit. The renter understands and agrees that the open credit card or cash as damage deposit will be used to recover cleaning, damage or loss of equipment costs and gives Ridgefield Kayak Rentals LLC permission to use said cash or credit card to recover cleaning, damage or loss of equipment costs resulting from the use of rental items and equipment, unless some other means of compensation is agreed upon.**

I have fully informed myself of the contents of the Affirmation, Waiver, Warrant, Release and Assumption of Risk by reading it before I signed it.

YES, I AM AWARE OF THE FOLLOWING: (Please initial)

- 1) Lost equipment will be replaced at the rate of retail minus 10%. _____
- 2) All equipment must be returned by the close of business day or I will be charged for an extra day's rental. _____
- 3) To ensure the quality of our rental, all equipment will be inspected upon return. Please allow sufficient time for inspection and check-in time. NO EXCEPTIONS. _____

DAMAGE/SECURITY DEPOSIT

I agree to pay for any lost or damaged equipment. Date: _____

Name (print) _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Email: _____

May we add you to our monthly ENews list-serve? Yes _____ No _____

Signature: _____ N _____ R _____

HT _____ WT _____ NOVICE _____ EXP _____ SINGLE _____ DOUBLE _____