

# Kayak or Canoe Rental Agreement - Waiver and Release of Liability

**Assumption of Risk:** I understand and accept that renting this kayak or canoe and participating in kayaking or canoeing exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to drowning or bodily injury) and loss of or damage to property. I also understand I should be in good physical health to participate in kayaking or canoeing. I choose to participate in kayaking or canoeing in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this kayak or canoe and participating in kayaking or canoeing. I understand the inherent risk involved in using this equipment; accept full responsibility for any and all such damage or injury which may result.

**Waiver and Release:** In consideration of Boy Scout Troop 468 (herein after: BST 468) renting me this kayak or canoe, I specifically release and forever discharge BST 468 and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this kayak or canoe and participating in kayaking or canoeing. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of BST 468 or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release BST 468 and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of BST 468 or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting this kayak or canoe and participating in kayaking or canoeing, I will have no right to make a claim or file a lawsuit against BST 468 or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I hereby commit to wearing a life jacket at all times while using the kayak or canoe. **Initial:** \_\_\_\_\_

I understand that this activity may result in severe injury, including but not limited to drowning or bodily injury. **Initial:** \_\_\_\_\_

I understand that accessories such as cargo (dry bags, etc) can change the dynamics of kayaking or canoeing and can create additional risks for the participant. **Initial:** \_\_\_\_\_

I understand that this activity may result in hazards posed by other kayakers, canoers, boat traffic, or water and weather conditions. **Initial:** \_\_\_\_\_

I understand the basics of how to safely enter/exit and paddle a kayak or canoe. **Initial:** \_\_\_\_\_

I understand that when in doubt, I shall give other boaters right-of-way and will operate the rental kayak or canoe safely and in accordance with Texas, US and international boating rules and regulations. **Initial:** \_\_\_\_\_

I understand that this kayak or canoe doesn't have navigation lights and that I won't operate it from dusk and until dawn. **Initial:** \_\_\_\_\_

I understand that upon return of the rented kayak or canoe BST 468 will inspect it for damage. If unreasonable damage is discovered BST 468 reserves the right to levee additional fee(s) on my final bill to cover damages. **Initial:** \_\_\_\_\_

BST 468 staff has answered any questions I have had. **Initial:** \_\_\_\_\_

**I have carefully read and understand the above. I understand this is an assumption of risk, waiver and release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence or alcohol or drugs.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Emergency Phone:** \_\_\_\_\_

**Date/Time of Rental** \_\_\_\_\_ **Expected Return Date/Time** \_\_\_\_\_

**Signature of Parent or Guardian for child under 18, or if assuming responsibility for entire groups:**

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