

Kayak Rental Agreement - Waiver and Release of Liability

Assumption of Risk: I understand and accept that renting this kayak and participating in kayaking 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. I choose to participate in kayaking 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 and participating in kayaking. 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 Highland Hideaways renting me this kayak or Canoe, I specifically release and forever discharge HH 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 and participating in kayaking. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of HH or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release 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 HH 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 participating in kayaking, I will have no right to make a claim or file a lawsuit against P&P 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. **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 and can create additional risks for the participant. **Initial:** _____

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

I understand the basics of how to safely enter/exit and paddle a kayak. **Initial:** _____

I understand that when in doubt, I shall give other boaters right-of-way and will operate the rental kayak safely and in accordance with Indiana boating rules and regulations. **Initial:** _____

I understand that this kayak does not have navigation lights and that I will not operate it when dusk or dark. **Initial:** _____

I understand that upon return of the rented kayak HH will inspect it for damage. If unreasonable damage is discovered HH reserves the right to levee additional fee(s) on my final bill to cover damages.

HH 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: _____

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