

Paddle Lake Powell, LLC Rental Agreement and Waiver of Liability

Date: _____

Responsible Party

Name:		Phone:	
DOB:		Email:	
Soc. Sec:		Address:	
DL #:		DL State:	
Emergency Contact Name and Phone:			

Equipment

Daily Rental Fee: _____

Delivery Date/Time: _____

Return Date/Time: _____

This Rental Agreement and Waiver of Liability ("**Agreement**") is entered into by and between Paddle Lake Powell, LLC ("**Company**") and the participant(s) listed below (collectively "**Renter**") and governs the terms and conditions upon which Company will rent, and Renter may use, the equipment listed above (the "**Equipment**").

- 1.1 Term of Rental. Company will deliver the Equipment to Antelope Point on the Delivery Date/Time and will pick up the Equipment from the same location on the Return Date/Time. Renter shall ensure that all the Equipment is timely returned to Antelope Point. Renter acknowledges that return of the Equipment on the Return Date/Time is of the essence to this Agreement and that failure to return the Equipment on time may result in an additional fee of \$25 for each hour or partial hour the Equipment is returned late. In the event of inclement weather and for Renter’s safety, Company may require the Equipment to be returned IMMEDIATELY or may DECLINE to deliver the Equipment.
- 1.2 Payment. Renter hereby authorizes Company to charge the Daily Rental Fee set forth above to the credit card provided by Renter. Renter also authorizes Company to charge any late fees, Equipment repair or replacement fees, or other fees incurred by Renter to Renter’s credit card.
- 1.3 Condition of Equipment. Renter has inspected the Equipment, and unless noted otherwise in writing, finds the Equipment to be in good working order. Renter accepts the Equipment “AS IS” and will return it in a clean, undamaged condition, reasonable wear and tear excepted. During the term of this Agreement, Renter shall be responsible for any and all damage to or loss of the Equipment, including theft or vandalism.
- 1.4 Safety. Renter acknowledges that he/she/they has been issued a personal flotation device as part of the Equipment and shall use it all times while on the water. Renter represents that he/she/they has adequate skill and ability to safely use the Equipment and, where applicable, to safely oversee and assist minors using the Equipment. Renter shall obey all state, federal, and

- local laws while using the Equipment, and shall be solely responsible for any ticket or citation issued as a result of Renter's use of the Equipment.
- 1.5 Use of Equipment. Renter shall allow only those whose names are listed in this Agreement to use the Equipment. Renter shall use the Equipment only on Lake Powell and shall not transport it to any other body of water.
 - 1.6 Construction and Jurisdiction. The laws of the state of Arizona govern all matters arising out of this Agreement, including the interpretation, construction and enforcement of this Agreement.
 - 1.7 Resolution of Disputes. Paddle Lake Powell, LLC looks forward to providing you with kayaks and accessories to have a great time. Please notify Company at once if for any reason you are dissatisfied. Most problems can be resolved by discussion between the parties. However, if there is a dispute that cannot be solved this way, Company believes such disputes can be better resolved by mediation or binding arbitration rather than court action. BY SIGNING THIS AGREEMENT, YOU AGREE THAT IN THE EVENT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SUCH DISPUTE SHALL BE RESOLVED BY MEDIATION AND/OR BINDING ARBITRATION IN PAGE, ARIZONA, PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THAT TIME. BY SO DOING, BOTH PARTIES GIVE UP THEIR RIGHTS TO A JURY TRIAL AND TO AN APPEAL, EXCEPT AS PROVIDED BY LAW.
 - 1.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement is binding unless in writing and executed by Company and Renter.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS.

In consideration for being permitted to rent and use Equipment owned by Company, on behalf of myself and my child(ren) and/or ward(s) (referred to collectively herein as "I", "me", or "my"), I hereby agree to the following:

ASSUMPTION OF RISK. I understand that I will be paddling self-propelled watercraft on a large body of open water ("**Paddling**") and that such Paddling is DANGEROUS AND HAS INHERENT RISKS. These risks may include serious injury, disability, or death. I am voluntarily participating in Paddling and by doing so assume all risk of personal injury or death that may result and any damage, loss, or theft of personal property I may incur. I understand that Company's role is limited to providing Equipment only and that while paddling I may be subject to sudden changes in weather, large waves capable of capsizing our watercraft, motorized watercraft, my own physical limitations, and other unforeseeable events.

RELEASE OF LIABILITY. I hereby release and agree to indemnify and hold harmless Paddle Lake Powell, LLC, its members, affiliates, employees, attorneys and agents ("**Released Parties**") from any and all liability, regardless of the cause, arising out of or related to my participation in Paddling, including claims or actions of any kind for physical injury, death, property damage, or loss arising out of or in connection with the Equipment. I agree to waive any and all claims that I may have against Released Parties for any physical injury, death, property damage, or loss I experience arising out of or related to the use of the Equipment, including, without limitation, injuries, illness, accidents, or loss of any kind which may occur

as a result of use of any Equipment which may malfunction or break, improper maintenance of any equipment, strenuous body movement, or receiving instruction or supervision. It is my responsibility to check and inspect the Equipment prior to use and to stop using the Equipment if I have any indication that it might be unsafe. I agree to notify Company of any problems encountered when using the Equipment.

MEDIA CONSENT. I hereby grant Company the right to photograph and/or videotape me and to use my name, face, likeness, voice and appearance in connection with publicity, advertising, and promotional materials without reservation or limitation.

This Agreement is binding upon me and my heirs, personal representatives, and assigns, and any other person making a claim on my behalf.

I understand that by signing this Release I am giving up my and my Child's/Ward's right to sue Company for any injury or loss resulting from Paddling or use of the Equipment. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY RELEASED PARTIES. I sign this waiver and release of my own free will.

Signature of Participant/Parent/Legal Guardian

Employee/Witness

Signature of Participant or Name & Age of Child

Signature of Participant or Name & Age of Child

Signature of Participant or Name & Age of Child

Signature of Participant or Name & Age of Child

Signature of Participant or Name & Age of Child

Signature of Participant or Name & Age of Child

Signature of Participant or Name & Age of Child

Signature of Participant or Name & Age of Child