

# Cape Coral Kayak

## Rental Agreement and Liability Waiver

I hereby agree that by renting this kayak(s) from Cape Coral Kayak I accept liability for any damages or injury that may occur while using any of the equipment regardless of its condition rented from Cape Coral Kayak. By signing this agreement I understand that I am waiving my right to bring a court action to recover compensation or to obtain any other remedy for any injury to myself, my property, or my death, however caused, arising out of my use of any equipment or programs of Cape Coral Kayak. I understand that there are inherent risks associated with water sports. I acknowledge that I have the necessary skills to use the rented kayaking equipment properly. I also acknowledge that I will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards. I am aware of hazards associated with the use of outdoor equipment, including, but not limited to physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I understand that equipment and safety devices are provided for my use (such as flotation devices, etc.). I agree that I will be solely responsible for proper use of safety and other equipment and procedures. It is my responsibility to inspect all equipment including kayak, paddles, life-saving equipment. I, the undersigned user or guardian of user HEREBY RELEASE on behalf of myself, my heirs, representatives, successors, executors, and administrators of Cape Coral Kayak its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever including, but not limited to, a claim of negligence. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the risks. I agree to hold harmless and/or indemnify and defend Cape Coral Kayak and their officers, agents, servants, and employees from all liability, costs, or expenses resulting from accidents or injury to -- or for the death of -- any person or property directly or indirectly arising from my use or my permission, express or implied, to use the rental equipment.

I also agree that if I damage, loose, or misplace any item I rent from Cape Coral Kayak that I will pay for these losses or damages according to prices listed below:

### Equipment Loss Fees

- Lost Single Kayak: \$750
- Lost Tandem Kayak: \$1,000
- Lost Fishing Kayak : \$850
- Lost Pedal Drive Kayak : \$2,000
- Damaged Pedal Drive Kayak : \$1,000
- Lost Kayak Paddle: \$60
- Lost Paddle Board: \$800
- Lost Paddle Board Fin: \$50
- Lost Paddle Board Leash: \$40
- Lost Paddle Board Paddle: \$90
- Lost Life Jacket: \$30
- Kayak/Fishing Seat: \$80 - \$220
- Damaged or Lost Fishing Rod & Reel: \$220

I agree that if Cape Coral Kayak incurs any costs associated with recovery of payment for damages or losses (such as court costs) that I will reimburse or pay Cape Coral Kayak for these costs as well as the cost of the damaged or lost items. Bent paddles or damaged kayaks will be charged for replacement. If I do not return the product within 3 working days of the due date, I authorize Cape Coral Kayak to charge the full retail purchase price of the products (see below) to my credit card. I understand and agree that I am fully responsible for any damage to the product or loss during the time it is checked out to me and if damage or loss occurs, I authorize Cape Coral Kayak to charge the cost of replacement or repair to my credit card. It is solely the discretion of Cape Coral Kayak to determine if damaged equipment will be repaired or replaced at the renter's expense.

I (renters) am responsible for securing all kayaks, paddles, life jackets and other equipment before driving. I understand that loading a kayak onto my vehicle has the potential to cause damage to person or property during loading, unloading or transport of the equipment. It is my choice to have the kayak loaded/unloaded by the Cape Coral Kayak staff and I agree to assume responsibility for any damages. I will not hold Cape Coral Kayak or its staff liable for any damages to person or property that may occur due to loading, unloading or transport of this equipment.

I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

By signing below, I attest that I have read, understood and agreed to these conditions. My signature further indicates that all information provided is true and correct.

There are no refunds on rental equipment once delivered.

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For Office Use Only Date and Time Returned \_\_\_\_\_

Condition of Equipment after return \_\_\_\_\_

Single Kayak \_\_\_\_\_ Tandem Kayak \_\_\_\_\_ Fishing Kayak \_\_\_\_\_ SUP \_\_\_\_\_  
Life Jackets \_\_\_\_\_ Paddle \_\_\_\_\_ Anchor \_\_\_\_\_ Rod & Reel \_\_\_\_\_