**Rental Equipment Agreement, Waiver and Release of Liability**

**Kayaks, Paddleboards and Related Watersports**

Boat (Kayak/SUP) and Equipment Rental Agreement between **Outlaw River Rentals** New Braunfels Texas, herein called, “Lessor,” and the undersigned, herein called, “Renter.” This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Lessor and it’s owners, agents, officers, independent contractors and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter’s use of Kayaking, Paddle Boarding or other Equipment, premises or facilities, or Renter’s participation in kayaking or paddle sports activities. By signing this document, Renter acknowledges he/she specifically understands he/she is releasing, discharging and waiving any claims or actions they may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers, independent contractors or employees of Lessor. **Please initial each item and sign below to acknowledge acceptance of this agreement.**

X. \_\_\_\_\_\_\_\_\_· Renter shall obey all state, federal and local laws, including Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or Equipment from Lessor. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or other Equipment from Lessor.

X. \_\_\_\_\_\_\_\_\_\_· Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of the trip.

X. \_\_\_\_\_\_\_\_\_\_\_· Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay Lessor the full cost of repair or replacement.

X. \_\_\_\_\_\_\_\_\_\_\_\_· Renter shall return boats and Equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or Equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

X. \_\_\_\_\_\_\_\_\_\_\_\_· **RECOGNITION OF RISK**: Renter expressly acknowledges that kayaking and Paddleboarding are activities with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM**. Renter acknowledges that PFD’s (Lifejackets) are made available **and that ALL RENTERS ARE REQUIRED TO WEAR PFDs/LIFE JACKETS WHILE USING RENTAL BOATS AND EQUIPMENT**. Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Kayaking or Paddleboarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY**.

X.\_\_\_\_\_\_\_\_\_\_\_· **RELEASE OF LIABILITY**: Renter hereby RELEASES Lessor, its owners and its employees from liability for negligence and HOLDS HARMLESS the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said boat and/or Equipment.

X. \_\_\_\_\_\_\_\_\_\_}· This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor’s agent while using said boat(s) or Equipment. The laws of the State of TEXAS shall govern this agreement.

X.\_\_\_\_\_\_\_\_\_· Renter hereby acknowledges Outlaw River Rentals and Guadalupe River Houses are not the same and have no affiliation.

 **X. \_\_\_\_\_\_\_\_\_NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.**

 X. \_\_\_\_\_\_\_\_\_\_I have read and understood the above. I agree to the terms and conditions as stated.

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

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

Driver’s License Number and State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date needed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date returning: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

X. \_\_\_\_\_\_\_\*\*\*We require at least half down for a day-time reservation. Renter must give 24-hour notice of canceling reservations **or forfeit any payment** except for ***unforecasted*** inclement weather events. Cancellations more than 24 hours in advance will still be charged the fee our vendor charges us, usually between 2% to 3%, plus a $10.00 service charge for the transaction. \*\*\*There are no refunds or exchanges on clear/glow kayak reservations. We closely monitor the weather for thunderstorms, flooding, etc. Should we need to postpone a trip due to weather you will be given the opportunity to transfer to a future date at no extra cost. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practically impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party’s reasonable control. Please print each name in your party for consent to this document. Please print the name of the children that are in your party and sign to consent for them.

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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5.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_