



Rental Agreement

First Name		Last Name	
Address			
City	State	Zip	
E-mail	Cell/Home Phone	How did you hear about us?	

Rental Agreement:

Patrons are personally responsible and liable for damage to and/or theft of boats, paddles, oars, dock, and/or other equipment, regardless of the cause of said damage or theft. **For good and valuable consideration, including but not limited to the ability to use equipment owned by Waco Paddle Co., LLC, I agree to reimburse Waco Paddle Co., LLC for any equipment damage to Waco Paddle Co., LLC's satisfaction. Costs of repairs and/or damages will be determined exclusively by Waco Paddle Co., LLC . Full payment in cash, check, or credit card must be tendered prior to all rentals.**

Signed	Date
Signed	Date
Signed (guardian or parent if patron is under 18)	Date

UNCONDITIONAL RELEASE OF LIABILITY – READ CAREFULLY AND SIGN ON THE BACK OF THIS FORM

IN CONSIDERATION of being given the opportunity to participate in any and all **Waco Paddle Co., LLC** rental activities (“Activities”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE** agree and represent that I understand the nature of Rowing and Paddling Activities, both on water and land-based, and any other activity I might be engaging in involving **Waco Paddle Co., LLC** rental equipment in any context whatsoever, and that I am qualified, in good health, and in proper physical condition to participate in such Activities.
2. **FULLY UNDERSTAND** that: (a) **ROWING, KAYAKING, PADDLE BOARDING, AND ALL ACTIVITIES INVOLVING Waco Paddle Co., LLC RENTAL EQUIPMENT INVOLVE INHERENT RISKS AND DANGERS** of serious bodily injury, including permanent disability, paralysis, and death (“Risks”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others involved in the Activities, the condition in which the Activities take place, the leased equipment and/or objects (including but not limited to the condition of said conditions and/or equipment), the actions and/or inactions of employees, agents, representatives, contractors, managers, members,

and/or owners of **Waco Paddle Co., LLC** (even if said action is negligent and/or reckless), or the recklessness or negligence of the Releases named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time by anyone; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS, LIABILITY AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities.

3. AGREE AND WARRANT that I will examine and inspect each of the Activities in which I take part as a member and or patron of **Waco Paddle Co., LLC**, and that if I observe any conditions which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to participate in the Activity (no matter the action or inaction of said authority).

4. HEREBY RELEASE AND DISCHARGE **Waco Paddle Co., LLC**, their administrators, directors, officers, agents, members, managers, volunteers, and employees, contractors, others participating, organizers, sponsors, advertisers, and if applicable owners and leasers of premises upon which the Activities take place (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused in whole or in part by the negligence or recklessness of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have sit freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of the agreement is held to be invalid, all remaining language shall continue in full force and effect.

Signed by Participant	Print Name	Age	Driver's License/ID #
Signed by Participant	Print Name	Age	Driver's License/ID #

Parental Consent (for participants under the age of 18)

AND I, the minor's parent and/or legal guardian, understand the nature of the Activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, the minor, or anyone on the minor's behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of the agreement is hold to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Child's Name/Children's Names		
Child's Name/Children's Names		
Child's Name/Children's Names		
Signed by Parent/Guardian	Printed Name of Parent/Guardian	Date