

The Mobile Kayak Rental Agreement

First Name	Last Name	
Address		
City	State	Zip
Phone #	Email	How did you hear about us?

	Circle which Apply					Total
# ___ Single	1 HR.	2 HR.	3 HR.	All Day	Other ___	_____
# ___ Doubles	1 HR.	2 HR.	3 HR.	All Day	Other ___	_____
# ___ Paddle Boards	1 HR.	2 HR.	3 HR.	All Day	Other ___	_____
# ___ Pedal Boat	1 HR.	2 HR.	3 HR.	All Day	Other ___	_____
# ___ Bicycles	1 HR.	2 HR.	3 HR.	All Day	Other ___	_____
# ___ Lessons	Single	Double	Paddle Board			_____
	Total Amount Due:					_____

For Employee Use Only

Start Time: _____ Returned Time: _____ Payment Type: _____

Of Equipment Rented: ___Life Jackets ___Paddles ___Seats ___Helmets **Damage/Loss Fees:** _____

Water Craft/Bicycle ID: _____

- Full payment for rental(s) must be paid prior to departure.
- 1 Driver's license from each group will be held at stand.

Rental Agreement – Customers are personally responsible for damage/theft/loss of Any and all equipment caused by their own negligence or carelessness. **I agree to reimburse The Mobile Kayak for any equipment damaged, stolen or loss caused by my neglect and to pay for any and all repairs or replacement charges, to the rental company's (The Mobile Kayak) satisfaction.**

Renter's Signature _____ Date: _____

Attendant's Signature: _____

Unconditional Release of Liability

Water Craft, Bicycle & Equipment rental agreement made between The Mobile Kayak and Renter.
Key: THE MOBILE KAYAK- herein called **TMK. UNDERSIGNED-** herein called the **RENTER**, the person(s) using the rental equipment. **WATER CRAFT-** herein means the paddle boat, paddle board(s), and kayak(s) being rented. **BICYCLE-** herein means the bicycle(s) being rented. **EQUIPMENT-** herein means the associated equipment being rented such as (but not limited to) helmets, life jackets, paddles, and seats.

- 1** Renter shall obey all state and local boating and road regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating a Water Craft or Bicycle rental. In the event of a citation for violation of these rules the renter shall be solely responsible. Renter agrees to immediately notify TMK of any incidents or injuries occurring while renting the Water Craft(s), Bicycle(s) and/or Equipment.
- 2** Renter represents that he or she is capable of operating the equipment and finds it in good working order, condition and repair at time of rental.

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3 Renter shall bear all risk of damage or loss of personal property, TMK equipment or any portions thereof, including but not limited to damage or theft, and shall pay TMK the cost of repair or replacement of TMK equipment.

4 RECOGNITION OF RISK; Renter expressly acknowledges that use of Water Crafts or bicycles is an activity with inherent risks of injury to persons and property; Renter is aware of those risks and understands them. Renter acknowledges that life jackets are made available for use while renting a water craft, and that all participants are required to wear life jackets while operating a rented water craft. Renter understands that use of a life jacket does not remove all risks of injury; nor does it make kayaking, paddle boarding or paddle boating a safe activity. Renter acknowledges that helmets are made available for use while renting a bicycle, and that all participants are required to wear helmets while operating a bicycle. Renter understands that use of a helmet does not remove all risks of injury; nor does it make bicycling a safe activity. 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 TMK, 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.

5 RELEASE OF LIABILITY; Renter hereby RELEASES TMK, its owner, volunteers and its employees from liability for negligence, and HOLDS HARMLESS TMK, its owner, volunteers 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 equipment. This agreement constitutes the entire agreement between TMK and Renter and no term may be waived or modified (including this provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by TMK to Renter, except as contained herein, and TMK 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 TMK agent while using said Equipment. The laws of the State of Texas shall govern this agreement.

Print/Sign

(1) _____/_____ **Date:** _____
(2) _____/_____ **Date:** _____
(3) _____/_____ **Date:** _____
(4) _____/_____ **Date:** _____

Participants under 18 – Parental Consent

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

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 Releases 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 Releases or otherwise, including negligent rescue operations; and I further agree that it, despite this release and waiver of liability, of risk, and indemnity agreement, I, the minor, or anyone on the minor's behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releases 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 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. Children under the age of 13 years must be accompanied in same water craft by adult or legal guardian.

Parent/Guardian Signature: _____ **Date:** _____

Name/ Age of children

(1) _____/_____ (2) _____/_____
(3) _____/_____ (4) _____/_____
(5) _____/_____ (6) _____/_____