

# SHALLOW CREEK KAYAKS

Shallowcreekkayaks@gmail.com

443-632-4462

410-852-2477

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## Kayak Rental Agreement

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### Release of Liability and Rental Agreement

**Shallow Creek Kayaks, LLC** located in Fort Howard, Md. (hereinafter referred to as Shallow Creek Kayaks) Agrees to rent Kayak, paddle and life jacket as one unit Referred to collectively as a kayak ) only upon the following agreement, conditions and signed release by **the Renter**, whose signature appears below.

I, **the Renter hereby AGREE** and understand that my rental kayak is to be used and operated solely by myself. I understand that I am participating in a sport with possible risks to myself. I agree to turn this Kayak to Shallow Creek Kayaks at the end of the rental period in the same condition in which I received it. **I assume full liability for any and all damage to this kayak** while it is in my possession. Further, **I am responsible for the safety of myself and my guests** I may have let used this Kayak .

I hereby state, that to the best of my knowledge, **I am in good physical and mental condition**, and a Shallow Creek Kayak representative has briefed me on **Kayaking safety procedures**. I voluntarily **assume all risk of accident or damage to my person, guests or property** which may be incurred from or be connected in any manner with my use, operation or rental of a Kayak from Shallow Creek Kayaks. **I hereby release Shallow Creek Kayaks, its agents and employees, from all claims, demands, actions and from all liability for damage, loss or injury** (of whatever kind, nature or description) that may arise out of, or I may sustain, in connection with my use, operation or rental of a Kayak from Shallow Creek Kayaks. **I further agree to indemnify and hold harmless Shallow Creek Kayaks , its agents and employees from all claims, demands actions**, causes or actions, including attorney's fees, expenses and cost, of myself or of third parties (of whatever kind, nature or description), which may arise out of, or in manner connected with, or **caused by my use or the use of my guest, or guarded minor**, if parent or guardian signing below or by my guests or agents, or operation or rental of a Kayak from Shallow Creek Kayaks. This release and indemnification shall be binding upon my heirs, administrators, executives and assigns. Any action of dispute will be arbitrated by a court of law in Baltimore County, MD.

**I agree to a rental fee and a \*security deposit as indicated below which will be applied to the payment for any and all damage to the kayak occurring during the period of this rental agreement.** I understand that I will remain liable for the portion of any damage cost exceeding my deposit, including attorney's fees, expenses and costs incurred. Please note the following:

- Kayak renters **must wear life jackets** while in kayaks.
- Standing up in the Kayak is prohibited
- Water shoes are available to rent
- You are responsible for **your own safety** in and out of the kayak
- Alcohol Prohibited
- Kayaks **must stay** at property they are delivered to

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**I hereby CERTIFY that I have read this agreement and release and that I understand its contents and intentions and CERTIFY that I am at least Eighteen (18) of age, or if seventeen (17) or under, my parent or guardian gives their consent by signing below.**

Application# \_\_\_\_\_

# of Single Kayaks \_\_\_\_\_

# of Tandem Kayaks \_\_\_\_\_

# of Kayak Paddles \_\_\_\_\_

# of Life Jackets \_\_\_\_\_

# of Water Shoes \_\_\_\_\_ Rental \$ 2.50 # of pairs \_\_\_\_\_

Total \_\_\_\_\_

Hourly rental ( Shallow Creek only) \$ 15.00 \_\_\_\_\_

Total \_\_\_\_\_

Two hour rental (Shallow Creek only) \$26.00 \_\_\_\_\_

Half Day Rental of Single Kayak (4 hours from delivery) \$ 40.00 # of Kayaks \_\_\_\_\_

Total \_\_\_\_\_

Half Day Rental of Tandem Kayak (4 hours from delivery) \$ 40.00 # of Kayaks \_\_\_\_\_

Total \_\_\_\_\_

Whole Day Rental of Single Kayak (8 hours from delivery) \$ 70.00 # of Kayaks \_\_\_\_\_

Total \_\_\_\_\_

Whole Day Rental of Tandem Kayak (8 hours from delivery) \$ 70.00 # of Kayaks \_\_\_\_\_

Total \_\_\_\_\_

Delivery Charge of \$75.00 if under 12 Kayaks (amount to be determined for minimal rentals)

Total \_\_\_\_\_

**Free Delivery** for over 12 kayaks delivered for all day rental

Waive delivery fee if you choose to pick them up yourself.

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TOTAL OF ALL CHARGES \_\_\_\_\_

STATE TAXES \_\_\_\_\_

TOTAL \_\_\_\_\_

Payment by: Cash ( ) Credit Card ( ) Other ( )

Driver's License # \_\_\_\_\_

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

Address \_\_\_\_\_

Phone Number \_\_\_\_\_