

**RENTAL, RELEASE AND INDEMNIFICATION AGREEMENT
ANNAPOLIS CANOE AND KAYAK LLC**

RESERVATION/RENTER INFORMATION

Date From: _____ **To:** _____ **Time Out:** _____ **Back:** _____ **Date Made:** _____
Renter(s): _____ **Age(s):** _____ **License #(s):** _____
Address: _____ **City/State/Zip:** _____
Phone: _____ **Visa/ Master Card #** _____ **Exp. Date:** _____

Boats/ Equipment: _____

Item	Quantity	Price ~ Time Taken	Total
Plastic Single Kayaks		\$ ~	\$
Composite Kayaks/SUP		\$ ~	\$
Canoes & Tandems		\$ ~	\$
Paddles (Included with rental)		\$	\$
PFDs (Included with rental)		\$	\$
Spray Skirts (Upon request)		\$	\$
Pump & Paddle Float		\$	\$
Sub Total:			\$
Tax:			\$
Total:			\$
Deposit:			\$
Due:			\$

PLEASE READ CAREFULLY BEFORE SIGNING

Print Name: _____
(collectively "Renter"), in consideration of the rental of equipment to me by Annapolis Canoe and Kayak LLC ("AC&K") hereby agree(s):

1. Renter shall pay the total amount due as reflected on page 1. In the event a personal check is accepted, Renter agrees that \$25.00 will be charged on all returned checks.

RENTER INITIAL: _____

2. Renter agrees that Renter has inspected the items described in the Equipment Rented section on page one and said items have been received by Renter in good merchantable condition. Renter agrees that Renter shall pay **ALL** costs associated any repairs necessary to restore said items to their pre-rental condition should they be damaged during the term of this rental agreement. Renter

further agrees that Renter shall pay **ALL** costs associated with replacing any item which is not returned or, in the sole opinion of AC&K, is returned in a condition that is not repairable. Said costs shall include, but are not limited to, costs of reasonably comparable replacement items or repair parts, costs of shipping involved in delivery of any such items to AC&K's headquarters location, labor charges for locating and securing repair or replacement parts or items at \$50/hr, labor charges for repair of items at \$50/hr and any disposal costs incurred in disposing of any damaged items or parts. Any payments required of Renter under this paragraph shall be payable to AC&K on demand.

RENTER INITIAL: _____

(Over)

3. In further consideration of being permitted to rent the items specified in the Equipment Rented section of page one, Renter, for him/her self, his or her personal representatives, estate, successors in interest, heirs, and next of kin:

A. Acknowledges, agrees, and represents that Renter has or will immediately upon receipt of the items specified in the Equipment Rented section of page one, and will continuously thereafter, inspect said items and further agrees and warrants that if at any time Renter perceives any defect or unsafe condition in any said item Renter will immediately cease use of and return said item to AC&K. **RENTER INITIAL:** _____

B. Acknowledges, agrees, and represents that Renter understands that boating generally, and canoeing and kayaking specifically, is a dangerous activity and that risks associated with boating, canoeing and kayaking may include, but are not limited to, dangers associated with equipment malfunction or failure, capsizing, rolling, tipping, rough or confused water or seas, hydraulic action of flowing water, encounters with other boats, ships, powered or sail craft, floating or submerged obstacles or hazards, reefs, sandbars, tidal action, adverse weather conditions, navigational errors or encounters with wildlife or aquatic, semi aquatic or marine creatures. Renter specifically understands that said dangers and hazards include the risk of serious bodily injury or death to renter and to third parties. Renter further acknowledges and agrees that transportation of boats (including canoes, and/or kayaks) by roof rack, trailer, or otherwise can be hazardous, and that hazards may include the risk of boats, racks, or trailers becoming unsecured from a vehicle and causing injury, death, or property damage to Renter or third parties. Renter expressly assumes all risks associated with boating, canoeing, kayaking and transportation with respect to the items enumerated in the Equipment Rented section on page one, whether identified in this paragraph or otherwise. **RENTER INITIAL:** _____

C. **HEREBY RELEASES, WAIVES ALL CLAIMS AGAINST, AND DISCHARGES** AC&K, its directors, officers, agents and employees, and members ("Releasees") **FROM ALL LIABILITY TO RENTER**, Renter's estate, personal representatives, assigns, heirs, and next of kin and all others claiming by or through Renter **FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO RENTER'S PERSON OR PROPERTY OR RESULTING IN DEATH OF RENTER ARISING OUT OF OR RELATED TO THE TRANSPORTATION OR USE OF THE ITEMS SPECIFIED IN THE EQUIPMENT RENTED SECTION OF PAGE ONE, WHETHER CAUSED BY DEFECTIVE PRODUCTS, NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, OR OTHERWISE.** **RENTER INITIAL:** _____

D. **HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS** the Releasees and each of them **FROM ANY SUITS IN LAW OR EQUITY, CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITY, DAMAGE, OR COST** with which Releasees, or any of them, may be charged by **RENTER OR ANY THIRD PARTY** arising out of or related to the transportation or use of items described in the Equipment Rented section on page one **WHETHER CAUSED BY DEFECTIVE PRODUCTS, NEGLIGENCE, GROSS NEGLIGENCE, or RECKLESSNESS OF THE RELEASEES OR OTHERWISE.** **RENTER INITIAL:** _____

4. **Renter represents that renter is at least 18 years of age, or, if a minor under 18 years of age, that the signature in the parent/guardian space below is that of Renter's parent or guardian. The individual signing as parent or guardian below, if any, agrees that said individual will accept all duties and responsibilities of Renter set out in this agreement.** **RENTER INITIAL:** _____

5. This agreement constitutes the complete and exclusive statement of the agreement between AC&K, Renter, and the individual signing below as parent or guardian if any. It supersedes all prior written and oral statements pertaining to the matters covered herein, including any prior instruction, representation, statement, condition, or warranty pertaining to the items specified in the Equipment Rented section of page one. All questions concerning the construction, validity, and interpretation of this agreement and the performance of the obligations imposed by this agreement shall be governed by the internal laws of the State of Maryland without regard to those laws pertaining to conflict of laws. This agreement may not be modified except in writing signed by AC&K's managing member.

6. Should AC&K or any Releasee, heir, personal representative, successor or assign of AC&K or any Releasee resort to legal proceedings to enforce this agreement or any of the rights conferred by this agreement, AC&K or the Releasee in question shall be entitled to recover its attorney's fees and costs from Renter in addition to such other relief as may be granted.

7. This agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this agreement shall not be construed against the party responsible for any language in this agreement. If any term, provision, covenant or condition of this agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. It is specifically acknowledged that this agreement is made for the benefit of all Releasees, individually or collectively, and Renter agrees that any Releasee may bring an action to enforce this agreement against Renter.

8. Each named individual in this agreement signing as "Renter" agrees to be jointly and severally liable with all others signing as "Renter" for all obligations set out in this agreement.

Renter: _____

Parent/Guardian: _____

Renter: _____

Parent/Guardian: _____

Renter: _____

Parent/Guardian: _____

Renter: _____

Parent/Guardian: _____