



**Rental Equipment Agreement, Waiver and Release of Liability
Kayaks, Paddleboards, Bicycles, and all related equipment.**

Name _____

Date _____

KAYAK

PADDLE BOARD

BICYCLE

Boat (Kayak/SUP), Bicycle and Equipment Rental Agreement between Oakwood Resort, Syracuse, Indiana, 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 Oakwood Resort and its owners, agents, officers 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 Bicycle Equipment, premises or facilities or Renter's participation in kayaking, paddle sports activities or bicycling. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that I may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of Oakwood Resort. Please initial each item and sign below to acknowledge acceptance of this agreement.

____Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting kayaks, paddle boards or equipment from Oakwood Resort. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, water sports equipment or bicycles from Oakwood Resort.

____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 trip.

____Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental water sports equipment and/or bicycles, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Oakwood Resort) the full cost of repair or replacement.

____Renter shall return water sports equipment and bicycles in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied to the card on file in the event water sports equipment, or bicycles require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

____RECOGNITION OF RISK: Renter expressly acknowledges that kayaking, paddle boarding and biking 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 PFD's/LIFE JACKETS WHILE USING WATER SPORTS 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.

____RELEASE OF LIABILITY: Renter hereby RELEASES Lessor (Oakwood Resort), 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, bicycle and/or Equipment.

____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), bicycles or Equipment. The laws of the State of Indiana shall govern this agreement.
NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I have read and understand the above. I agree to the terms and conditions as stated.

Signature: _____ Age: _____

Print Name _____ DLN # and State _____

Phone: _____ E-mail: _____

For Parents/Guardians of participants of minority age (under age 18)

I HAVE READ THE ABOVE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN MAGGARD'S CANOEING, KAYAKING, TUBING, AND CAMPING ACTIVITIES AND TO ASSUME ALL RISKS ASSOCIATED THEREWITH.

Parents Name (please print) _____

Parents Signature _____

