

RENTAL AGREEMENT (OFF-PREMISES RENTAL)
CUSTOMER INFORMATION

Date: _____ Time: _____ -

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

DOB: _____

Driver's License/State: _____

Emergency Contact Name/Relationship: _____

Telephone: _____

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of Lucky Duck River Rentals LLC., their agents, owners, officers, volunteers, participants, employees, property owners and all other persons or entities acting in capacity on its behalf (hereinafter Lucky Duck River Rentals LLC), I, (hereinafter "Releasor") hereby agree to release, indemnify, and discharge Lucky Duck River Rentals LLC, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estates as follow.

1. I fully understand and acknowledge and represent understanding of the nature of paddlesports and outdoor adventure-based activities, including but not limit to, canoeing, kayaking, tubing, swimming, diving, exploring, floating, and camping ("Activity") and I am in good health, proper physical condition to participate in such activity and willingly agrees to comply with the stated and customary terms and conditions and participation. I acknowledge that participation in the activity is strictly voluntary and involves both anticipated and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to property, or to third parties. These risks could result in hypothermia, heat exhaustion, sunburn, dehydration, other risks of the activity include, but are not limited to, exposure to potentially dangerous wild animals, insect bites, hazardous plant life, equipment failure, and improper lifting or carrying.
2. I voluntarily release and agree to hold harmless Lucky Duck River Rentals LLC from all claims, demands, or causes of action, which are in any way connected with participation in this Activity or with their use of Lucky Duck River Rentals LLC facilities, property and equipment, including but not limited to, any such claims which alleged negligent acts or omissions by Lucky Duck River Rentals LLC

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

WARNING! A person who participates in recreational activity at Lucky Duck River Rental LLC shall assume all risks inherent with such activity. This activity listed is, by its very nature, a potentially hazardous activity. While every attempt is made to ensure that the product provided is correct, up to date and safe, it is never a substitute for your better judgment. Reckless and careless use of our rental equipment will not be tolerated. Rental equipment use may be terminated without refund, if abuse, reckless or careless use is observed. Customers will be made to pay in full immediately for rental items and material that they lost or stole on credit/debit cards they made with reservation..
Photograph & Video Release - I hereby acknowledge that Lucky Duck River Rentals LLC might use my photos and likeness in all forms and media for advertising purposes. I understand I am entitled to no compensation. I release the photographer from all forms of claims and liability related to my photo usage. I hereby waive any right to inspect or approve the finished photos that may be used in conjunction therewith or me eventual use that it might be applied. I hereby certify that I am the parent and/or guardian of the Minor campers/participants, registered on my site. I further certify the subject(s) is an infant/minor under the age of eighteen years. I hereby consent that any photographs, which have been taken, may be used by the photographer for the purposes set forth in original release hereinabove.

Timing: All vessels must be returned by 6 p.m. the day of the rental. There will be a \$10 fee every hour starting at 6 p.m.

I have elected to watch the Lucky Duck River Rentals LLC Safety Video (Top 10 Tips for Canoeing & Kayaking Safely) that offers details and guidelines for responding to critical and unpredictable incidents which may occur during this activity and on the Duck River. I acknowledge that I have been given the opportunity to ask questions, or have been referred to the Lucky Duck River Rentals LLC Safety Video for further information.

I HAVE READ THE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE Lucky Duck River Rentals LLC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____

Date: _____

Official Use Only:

Rental # _____ Brand/Type: _____

Time of Rental: _____ Time of Return: _____