

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cottage/Delivery Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Cottage Phone \_\_\_\_\_

Boat Type \_\_\_\_\_ Boat ID \_\_\_\_\_

Dates of Rental \_\_\_\_\_

Preserver number and sizes \_\_\_\_\_

(NOTE: one preserver is provided per boat capacity. Additional preservers can be rented for \$5.00 extra)

All rentals will be delivered by Scotty's Kayaks by 5:00 p.m. of the day of rental commencement. Unless other arrangements are made boats will be picked up at 10:00 a.m. the final day of the rental.



Please send your check and signed rental form to:

Tom Richardson/Scotty's Kayak Rentals, 180 Thundermist Rd, Bar Harbor, ME 04609

### **TERMS & CONDITIONS**

Kayak & Canoe Rental Agreement made between Scott Richardson d/b/a Scotty's Kayak & Canoe Rentals herein called Lessor and the undersigned herein call Renter.

IMPORTANT: after canoe(s) or kayak(s) has been reserved there are no refunds or cancellations. Substitutions are at the discretion of Lessor but only before kayaks are delivered.

1. Renter shall obey all state and local Boating Regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the boats. In the event of a citation for violation of these rules the Renter shall be solely responsible. Renter agrees to immediately notify Lessor of any incidents or injuries occurring while renting boats.
2. Renter represents that he or she is capable of operating the Equipment and finds it in good working order, condition and repair. If the Renter does not find the Equipment in good working order, condition and repair, the Renter must notify Lessor immediately, and desist from using the Equipment in the water.
3. Renter shall bear all risk of damage or loss of the Equipment, or any portions thereof, including but not limited to damage or theft, and shall pay Lessor the cost of repair or replacement.
4. RECOGNITION OF RISK; Renter expressly acknowledges that boating is an activity with inherent risks of injury to persons and property, including risk of death and economic loss; Renter is aware of those risks and understands them. Renter acknowledges that life jackets are made available for use while boating, and that all boaters are required to wear life jackets while operating a rented boat. Renter understands that use of a life jacket does not remove all risks of injury or death or economic loss; nor does it make boating a safe activity. Renter alone has or shall determine 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.
5. RELEASE OF LIABILITY; Renter hereby assumes all risks associated with the rental of a boat (canoe or kayak) and acknowledges that such risks include the risk of injury, death and economic loss; Renter hereby RELEASES Lessor, its owners, agents and its employees from any damage or liability of any kind for any injury to or death of persons, or for any damage to property or any economic loss arising from any cause whatsoever by reason of the rental or use of said boat; and Renter hereby shall DEFEND, INDEMNIFY and HOLD HARMLESS the Lessor, its owners, agents and its employees from any loss, damage, claim, demand suits, judgments or liabilities whatsoever, including expenses, cost and attorney fees and other professional's fees, arising out of the aforementioned loss, injury, death or damage, whether to persons or property, occurring as a result of the rental or use of said boat, including any such claims that are made by guests, invitees, employees, or agents of Renter.
6. If any provision of this Agreement or its application to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall be considered valid and enforceable, and effect shall be given to the intent manifested by the portion held invalid or unenforceable.
7. This agreement constitutes the entire agreement between Lessor 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 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 Equipment. The laws of the State of Maine shall govern this agreement.

RENTER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND IS OPERATING THE EQUIPMENT AT HIS OR HER OWN RISK.

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

Representative of Scotty's Kayak Rentals \_\_\_\_\_ Date \_\_\_\_\_