**YAKING AT CONMAN’S, LLC**

**EQUIPMENT RENTAL AGREEMENT**

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drivers’ License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am renting the following equipment:

\_\_\_\_\_\_ (# of kayaks) Kayak number(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_ (# of canoes) Canoe number(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_ paddle(s)

\_\_\_\_\_\_PFD Youth S / M / L / XL

I understand that my major credit card may be held as a security deposit during the rental duration and will be returned upon return and payment of all rented equipment. I agree to pay in full for any repairs or replacement if the equipment is damaged or lost, and/or a retrieval fee if Conman’s Guide Service has to retrieve any rented equipment. If equipment is stolen, damaged or destroyed, I further authorize Conman’s Guide Service to charge my credit card for repair or replacement of such equipment. Rentals are due back no later than 7:00 PM on the same rental date. I understand that due to unforeseen inclement weather, I may be required to return the rented equipment IMMEDIATELY as required by Conman’s Guide Service. I am responsible for the return of this equipment in the same state in which I received it. I further agree to make every reasonable effort to return all equipment to point where it was obtained, unless other pickup is arranged.

Equipment obtained under this agreement is only to be used in Lake Phelps and no other location, unless other arrangements are made in writing.

**I AM AWARE THAT KAYAKING/CANOEING IS A DANGEROUS SPORT AND I AM AWARE OF THE DANGERS OF KAYAKING/ CANOEING. I UNDERSTAND THAT CONMAN’S GUIDE SERVICE AND MIKE, CONNIE AND HAYLEY NOLES ARE IN NO WAY RESPONSIBLE FOR MY SAFETY OR THE SAFETY OF THE EQUIPMENT I AM RENTING.**

I understand that I will need to complete the Waiver and Release of Liability Form on the reverse prior to commencing my rental agreement with Conman’s Guide Service.

I further state that I am of lawful age and legally competent to sign this agreement. I also understand that this is a contract and not a mere recital, and I agree I have signed this contract as my own free act.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE I SIGNED.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_ Age of minor:\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian (if under 18)

**PARTICIPANT RELEASE OF LIABILITY**

**ASSUMPTION OF RISK AGREEMENT**

In consideration of being allowed to participate in any way in kayaking or canoeing, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this activity is significant, including the potential for permanent paralysis, illness, disease, strains, fractures and death.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and those unknown, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. I personally have taken notice of the condition of equipment and actions provided for the event at hand and agree to its use/condition. If I observe any unusual significant hazards during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS CONMAN’S GUIDE SERVICE, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, MIKE, CONNIE AND HAYLEY NOLES, owners and lessors of premises used to conduct the activities, from any and all claims, demands, losses, and liability arising out of or related to and INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGIN IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age:\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE**

**(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and

agree to his/her release as provided above of all the releasees, and for myself, my heirs, assigns, and

next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liability

incidents to my minor child's involvement or participation in these activities as provided above, EVEN

IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_ Age of minor:\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of minor