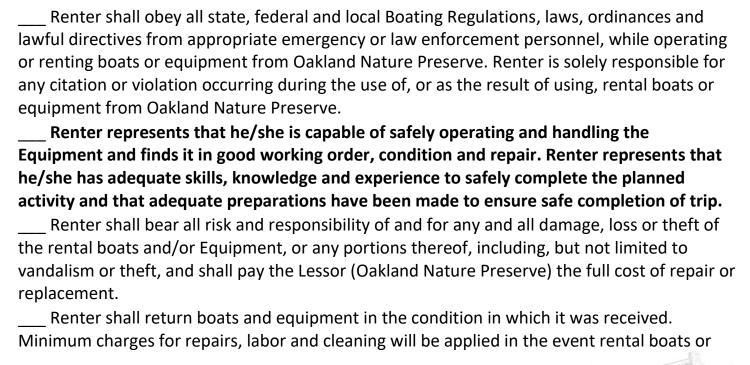


## Rental Equipment Agreement, Waiver and Release of Liability Kayaks and Related Watersports Equipment

Boat (Kayak) and Equipment Rental Agreement between Oakland Nature Preserve, Florida 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 Oakland Nature Preserve and its board, 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 Equipment, premises or facilities or Renter's participation in kayaking activities. 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 board, officers or employees of Oakland Nature Preserve. Please initial each item and sign below to acknowledge acceptance of this agreement.



407.905.0054 \* PO Box 841, 747 Machete Trail, Oakland, FL 34760 \* OaklandNaturePreserve.org

equipment require repair or excessive cleaning. Renter agrees to use all equipment for its
designed purpose only.
RECOGNITION OF RISK: Renter expressly acknowledges that kayaking is an activity with
inherent risks of injury to persons and property. RENTER IS AWARE OF THOSE RISKS AND
<b>UNDERSTANDS THEM.</b> Renter acknowledges that PFD's (Lifejackets) are made available and
that ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING RENTAL BOAT
AND EQUIPMENT. Renter understands that use of a PFD does not remove all risks of injury;
nor does PFD use make Kayaking a safe activity. Renter alone has determined the sufficiency
of any safety gear or other precautions that Renter decides to take to minimize the risks of th
activity. No party related to Lessor, including board, officers 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 (Oakland Nature Preserve), 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 and/or Equipment.
This agreement constitutes the entire agreement between Lessor and Renter and no tern
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 t
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) or Equipment. The laws of the State of
Florida shall govern this agreement.
I have read and understand the above. I agree to the terms and conditions as stated.
Signature: Date:
Printed Name:
Address
Phone: E-mail:
Emergency Contact Name & Relationship:
Emergency Contact Phone Number: