

Castaway Island Excursions LLC

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

Boat (Kayak/SUP) and Equipment Rental Agreement between Castaway Island Excursions LLC. of Folly Beach, South Carolina, 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 Castaway Island Excursions 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 or Paddle boarding Equipment, premises or facilities or Renter's participation in kayaking or paddle sport and water sport 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 owners, agents, officers or employees of Castaway Island Excursions.

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 boats or equipment from Castaway Island Excursions. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from Castaway Island Excursions.

____ **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 boats and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Castaway Island Excursions) the full cost of repair or replacement.

____ Renter shall return boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or 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 and Paddleboarding 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/LIFEJACKETS WHILE USING RENTAL BOATS AND 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 (Castaway Island Excursions), 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 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) or Equipment. The laws of the State of South Carolina shall govern this agreement.

I am renting the following equipment: (Please Check the Box of the Appropriate Equipment)

Touring Kayak Single including 1 paddle

Touring Kayak Double including 2 paddles

Single Sit-on Top Kayak including 1 paddle

Double Sit-on Top Kayak including 2 paddles

Paddleboard including 1 paddle without seat attachment

Paddleboard including 1 paddle with seat attachment

PFD Youth/ S/M or L/XL or XXL/XXXL

Dry Bag

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: _____ Date: _____

Print Name: _____

Driver's License Number and State: _____

Phone: _____ E-mail _____

Date needed: _____ Date returning: _____