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

Kayak (Boat), paddleboards and equipment agreement between Luce County Parks and Recreation (LCP Campground, McMillan, Michigan,) herein called "Lessor", and the undersigned, herein called. "Renter". This agreement also constitutes a Wavier of Release Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Luce County Parks and Recreation, and its owners, agents, officers, and employees from any and all, claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of a Renter's use of Kayaking Equipment, premises or facilities or Renter's participation in kayaking, tubing or paddle boarding activities. By signing the document, Renter acknowledges that he/she specifically understands he/she (Renter) is releasing, discharging, and waiving any and all claims or actions that he/she may have at the present time, or in the future, for negligent acts, omissions or other conduct by the owners, agents, officers or employees of LCP&R. Please initial each item and sign below to acknowledge acceptance of this agreement

____ Renter shall obey all local state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personal, while operating or renting boats or equipment from Lessor (LCP&R). Renter is solely responsible for any citation or violation occurring during the use of, or as a result of using, rental boats or equipment from Lessor (LCP&R).

_____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 any and 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 (LCP&R) the FULL RETAIL COST of REPLACEMENT. Ask for boat and equipment replacement price list.

_____Renter shall return all rental boats and equipment on time and in same exact condition as received. Minimum charges for late returns, repairs, labor, cleaning and re-inflation will be applied in the event rental boats or equipment require repair, excessive cleaning or inflation. Renter agrees to use all equipment for its designed purpose only. Ask for list of minimum charges.

_____RECOGNITION OF RISK: Renter expressly acknowledges that kayaking, tubing and Paddle boarding are activities with inherent risks of injury to persons and property. Renter is aware of those risks and understands them FULLY. Renter acknowledges that PFD's (lifejackets) are made available and that ALL RENTERS ARE REQUIRED TO WEAR PFD's/ LIFEJACKES AT ALL TIMES WHILE USING RENTAL BOATS AND EQUIPMENT. Renter understands that a PFD does not remove all risks of injury or death; nor does PFD

use make kayaking or Paddle boarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that the Renter decides to take to minimize the risks of said activity. No party related to the Lessor (LCP&R), including Owner and Employees, has made any representations regarding the safety, or the risks of the activity. Renter expressly assumes all risks of the activity.

_____RELEASE OF LIABILITY: Renter hereby RELEASES Lessor (LCP&R), its owners and its employees from liability for negligence and HOLD HARMLESS the Lessor, its owners and its employees from any and all loss, expense or cost, including attorney fees, arising out of damages or injuries whether to persons or property, occurring as a result of the rental or use of said boat and/or rental equipment.

_____This agreement constitutes the entire agreement between Lessor and Renter and no term may be voided 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 in the state of Michigan shall govern this agreement. NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN ADDITIONAL CHARGES FOR LOSS OR DAMAGE. I have read and fully understand the above. I fully agree to the terms and conditions as stated. I fully agree to LCP&R's Refund Policy.

Signature:_____ Date:_____ Print Name:_____

Address:_____ City:_____ State: _____ Zip:_____

Driver's License Number:_____ Issuing State:_____

Cell Phone: _____ Local:_____

Email for receipt:_____

Name on Card:_____ Card Type: VISA M/C AMEX DISC

Account Number:_____ Expires:_____ CVC:_____

Billing Address:_____ City:_____ State: _____ Zip:_____