

# Kayak & Equipment Rental Agreement Form

Kayak _____	Dry Suit _____
Helmet _____	Paddle _____
Pump _____	Life Jacket _____
Dry Bag _____	Skirt _____

EQUIPMENT DUE BACK AT \_\_\_\_\_ ON \_\_\_\_\_

Check Out Date: \_\_\_\_\_ Time: \_\_\_\_\_

Return Date \_\_\_\_\_ Time: \_\_\_\_\_

(All late returns will be charged a \$50 Fee)

Kayak (Gear included): Total Days: \_\_\_\_\_ x \$ 40/day = \$ \_\_\_\_\_ (AMOUNT DUE) Paid \_\_\_\_\_

Drysuit (Gear included): Total Days: \_\_\_\_\_ x \$ 25/day = \$ \_\_\_\_\_ (AMOUNT DUE) Paid \_\_\_\_\_

Damage/Security Deposit: \$250  CASH  CREDIT CARD PRE AUTHORIZATION  
(Unrinsed equipment will be charged a \$25 service fee)

Name \_\_\_\_\_

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

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

**I AM AWARE THAT SEA KAYAKING IS A DANGEROUS SPORT AND I AM AWARE OF THE DANGERS OF KAYAKING. I UNDERSTAND THAT THE MUNICIPALITY OF SKAGWAY IS IN NO WAY RESPONSIBLE FOR MY SAFETY OR THE SAFETY OF THE EQUIPMENT I AM RENTING.**

I understand that The Municipality makes no warranty or guarantee as to the fitness or suitability of the equipment. I am fully responsible for my own safety and for the equipment and for my use of the equipment and I am the sole user of the equipment I am renting. \_\_\_\_\_ (initial)

I agree to assume all risks in connection with the use of the equipment, whether foreseen or unforeseen and whether or not caused by the fault or negligence of The Municipality of Skagway or its employees. I agree to release The Municipality of Skagway and its employees from all liability for any harm, injury or damage of any kind and any nature, including death, experienced by me in any way connected to the use of the equipment. I agree to defend, indemnify and save and hold harmless The Municipality of Skagway and its employees from any claim by me, my family, estate, heirs, assigns or any third party of any kind and any nature arising out of my rental of the equipment.

I have had all medical examinations I believe are necessary to assure of and assume responsibility for my physical fitness and capability to use the equipment and **I confirm I am proficient in the use of the equipment and emergency self-rescue (capsize wet exit and deep-water reentry).**

I agree to repair or replace in a manner acceptable to The Municipality of Skagway any of the equipment damaged while I am renting it. If I fail to repair or replace such equipment in an acceptable manner, I will pay the Municipality of Skagway the Cost incurred in repairing or replacing the equipment as determined by the Municipality of Skagway. **I have been provided with a list of equipment replacement costs.**

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

## CANCELLATIONS AND REFUNDS

All rentals are confirmed upon completed rental form and payment in full. Cancellations must be made 24 hours prior to check out date.

**Cancellations within 24 hours prior to Check out Date will forfeit the cost of their first rental day.** All requests for refunds must be made in writing and emailed to The Skagway Recreation Center at [reccenter@skagway.org](mailto:reccenter@skagway.org).

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

## PARENT / GUARDIAN SECTION FOR MINORS (under 18 years old-must be accompanied by a responsible adult)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the use of this equipment and I agree individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to defend, save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever of any kind and any nature which may be imposed upon the parties because of any defect in or lack of capacity to so act on behalf of the child or ward and release the parties on behalf of the minor and the parents or legal guardian.

Print Name \_\_\_\_\_

Parent or Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_