

# Rental Terms & Conditions

**48 hour cancellation notice for 100% refund**

**Renter must be over 18 years old with legal ID**

**Life Vests are provided not optional**

## **DAMAGE, CANCELLATION AND LIABILITY WAIVER INFORMATION**

**I have read and understand the Owner's required Waiver and Release of Liability statement and have read and understand the Owner's Rental Policies, including my obligations for rental costs, deposits, return times, and late fees. I will abide by all state and local rules and regulations governing use of the equipment, and will not use or operate the equipment in violation of any law, nor in any manner for which the rented equipment was not designed or intended. I am in good health and can swim; will wear a personal flotation device at all times using any watercraft; and will not consume alcohol while using operating any rented equipment. I have adequate training or knowledge to safely operate the rental equipment, and have adequate and safe means to transport the rented equipment.**

**I am aware that Owner is not providing any insurance whatsoever related to the rental of the equipment and that I am financially responsible for the rented equipment while in my possession and during the initial term of this rental agreement and any extension thereto, including loss or damage to the equipment; loss or damages caused to other property; or injury or other claims made by other equipment users or other third parties arising from my use of the equipment. I further agree to pay for any and all costs incurred by Owner in the retrieval, rescue or repossession of the rented equipment if so required.**

**Rental charges on advance reservations are placed up to 48 hours prior to the rental period, and there are no refunds allowed thereafter, unless the equipment is not available at time of reservation. There are no weather-related or early-return refunds or credits.**

**Renters and other operators must wear Personal Flotation Devices at all times while operating any water craft.**

**YOU WILL BE CHARGED THESE COSTS FOR DAMAGE AND/OR REPLACEMENT OF EACH:**

**KAYAK: \$300**

**TANDEM KAYAK: \$800**

**PADDLEBOARDS: \$400**

**PADDLE: \$100**

**LIFE VEST: \$50**

**WET BAG: \$20**

**COOLER: \$20**

**I fully understand and acknowledge that: (a) outdoor recreational activities have inherent risks, dangers, and hazards and such exist in my use of paddle sport equipment and my participation in paddle sport activities. (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/ or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Thimble Island Kayak Rental, LLC; the negligence of participants, the negligence of theirs, accidents, beaches or contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or ocean conditions, and water level, risk of falling out of or drowning while paddle sporting and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, ocean, outdoor, or recreational environment.**

**By my participation in these activities and/ or use of equipment, I hereby assume all risks and dangers and all responsibility for any loses and/ or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Thimble Island Kayak Rental, LLC, or by any other person including myself. I also verify that I am in good health, Not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession , and am capable of**

**pursuing paddle sports, and that my participation in this activity is voluntary. I/we also agree to a properly secured USCG approved personal floatation device, of type 3 or better, at all times.**

**I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Thimble Island Kayak Rental, LLC and its owners, 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 my use of paddle sport equipment or premises or my participation in paddle sport activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have at present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Thimble Island Kayak Rental, LLC.**

**I HAVE READ THE WAIVER AND RELEASE AND BY CHECKING THE BOX, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THIMBLE ISLAND KAYAK RENTAL, LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

**I understand that the electronic acknowledgement I provide shall have the same legal effect as if written manually. I also understand that I will be asked to provide identification prior to receiving equipment and/or service.**