

## **READ CAREFULLY - WAIVER OF LIABILITY AND RENTAL AGREEMENT - FLORIDA**

In consideration of being allowed to participate In the activities of Backcountry Pedal Yaks LLC, use of Its equipment, in addition to the payment of any fee, I, \_\_\_\_\_ do hereby waive, release and forever discharge Backcountry Pedal Yaks LLC, its owners, guides, employees, representatives, assigns, advertisers, and all others from any and all responsibility for injuries or damages resulting from my participation in any activities or use of equipment in the above mentioned facilities or arising out of my participation in any activity by, through, or with Backcountry Pedal Yaks LLC, I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself or my property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of Backcountry Pedal Yaks LLC or the use of any equipment by, through or with Backcountry Pedal Yaks LLC. Initial here: \_\_\_\_\_

I understand that Kayaking is a potentially hazardous activities and that strength, flexibility, and the ability to swim and perform other skills relating to said activities are helpful and/or necessary to my safety and to the safety of those around me. I also understand that these activities and use of equipment involve a risk of property loss, serious injury and even death and that I am voluntarily participating in these activities and using equipment with the knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities, use of equipment and/or programs of Backcountry Pedal Yaks LLC. I agree to wear my personal flotation device at all times while participating in kayaking activities and carefully examine the equipment to ensure it is in acceptable condition. I hereby agree to maintain all equipment in a safe, dependable condition while in my custody. Initial here: \_\_\_\_\_

I hereby understand that a Cash bond and/or Credit Card deposit be required for the use and/or rental of any equipment, unless otherwise expressly waived by Backcountry Pedal Yaks LLC. I further understand and agree that said deposit shall be retained by the Backcountry Pedal Yaks LLC as partial compensation for failing to return any equipment in good condition, ordinary wear and tear excluded, and/or for reimbursement of equipment damaged, missing or broken. I agree and acknowledge that the deposit may also be applied towards any rental amount due and owing for surpassing any rental time or rental condition or use of the equipment outside of its provide scope. Initial here: \_\_\_\_\_

I agree not to use, nor permit the use: a. of the rental equipment for any unlawful purpose; b. of equipment in a careless or negligent manner; c. of equipment while under the influence of alcohol and/or narcotics; d. of equipment by any other person not the signatory of this agreement or contemplated by this agreement. Initial here: \_\_\_\_\_

I acknowledge my responsibility for the safe and proper operation of all equipment I use or handle and for the safety and welfare of other boaters, myself and/or other persons. I hereby agree and acknowledge that Backcountry Pedal Yaks LLC shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of equipment or for loss of or damage to property or injury to persons (including death) resulting from the use of equipment in any form whatsoever or from participation in any activities provided by, through or with Backcountry Pedal Yaks LLC. I further hereby agree to hold Backcountry Pedal Yaks LLC harmless should loss or damage occur to any of my personal property while carried in, or on, equipment, including at the negligence of Backcountry Pedal Yaks LLC. Initial here: \_\_\_\_\_

I expressly agree to indemnify and hold Backcountry Pedal Yaks LLC harmless of, from, and against any and all loss, costs, damages, attorney fees and costs, including fees on fees, and/or any liability whatsoever in connection with the enforcing of the subject agreement by Backcountry Pedal Yaks LLC, including expenses incurred in collection or attempting to collect payment and/or in the event of suit by Backcountry Pedal Yaks LLC to recover possession of equipment and/or to enforce any of the terms, conditions and/or provisions hereof. Initial here: \_\_\_\_\_

In the event of malfunction, breakdown, or if any defect is discovered after acceptance equipment, I will immediately report it to Backcountry Pedal Yaks LLC. Continued use of it shall be entirely at my own risk and I assume all liabilities of

injury and damage to all persons and property that may become involved by its continued use. Backcountry Pedal Yaks LLC's ability to provide a rental equipment, if reserved, is contingent upon and subject to the return of the unit by the previous client. Backcountry Pedal Yaks LLC shall not retain any liability for its inability to provide said reserved equipment. Backcountry Pedal Yaks LLC reserves the right to cancel this rental agreement due to inclement or impending bad weather or potential safety hazard that may arise. Initial here: \_\_\_\_\_

All sales are final and shall not be subject to reimbursement or returns. Reservations shall be canceled at least 72 hours ahead of scheduled rental or deposit will be forfeited. Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect. Should a kayak or any Backcountry Pedal Yaks LLC rental not be returned at specified time, I hereby agree to the OVERTIME CHARGES of \$10.00 per 1/4 hour. Initial here: \_\_\_\_\_

**I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THE ABOVE WAIVER AND RELEASE. BY SIGNING THE BOTTOM OF THIS WAIVER I AGREE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. IT IS MY INTENTION TO EXCEPT AND RELIEVE BACKCOUNTRY PEDAL YAKS, LLC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name(print):\_\_\_\_\_ Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Street:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_\_

ZipCode:\_\_\_\_\_ Phone:\_\_\_\_\_ E-mail:\_\_\_\_\_