

## **Rental Equipment Agreement, Waiver and Release of Liability Kayaks, Canoes, SUPs and Related Watersports and Equipment**

Boat and equipment rental between Sulphur Creek Outfitters LLC, Heber Springs, Arkansas, 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 and hold harmless, defend and indemnify Sulphur Creek Outfitters LLC 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, Canoeing or Paddleboarding equipment, premises or facilities or Renter's participation in kayaking or paddle 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 Sulphur Creek Outfitters LLC. **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 Sulphur Creek Outfitters LLC. 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 Sulphur Creek Outfitters LLC.

\_\_\_\_ 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 responsibilities 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 (Sulphur Creek Outfitters LLC) the full cost of repair or replacement.

\_\_\_\_ Rental boats and/or equipment may not be transported or used outside a 50 mile radius of Heber Springs, AR except for use on the Buffalo National River and its tributaries when conditions permit.

\_\_\_\_ Renter shall return all boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event the 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, canoeing 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 RENTER ARE REQUIRED TO WEAR PFD's/LAIFEJACKETS WHILE USING RENTAL**

BOATS AND EQUIPMENT. Renter understands that use of PFD does not remove all risks of injury; nor does PFD use make Kayaking, Canoeing 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 or 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 (Sulphur Creek Outfitters LLC), its owners and its employees from liability for negligence and HOLDS HARMLESS THE LESSOR, its owners and its employees from any loss, expense or cost, including attorney fees, arising out of any damage 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 term may be waived or modified or implied, by Lessor or 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 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 Arkansas shall govern this agreement.

**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 and I am at least 18 years old.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Driver's License Number and State: \_\_\_\_\_

Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

E-mail \_\_\_\_\_

Date/Time of Rental \_\_\_\_\_ Expected Return Date/Time \_\_\_\_\_