



Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Cottage/Delivery Address \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Cottage Phone \_\_\_\_\_  
 Boat Type \_\_\_\_\_ Boat ID \_\_\_\_\_  
 Dates of Rental \_\_\_\_\_

Preserver number and sizes \_\_\_\_\_

(NOTE: one preserver is provided per boat capacity. Additional preservers can be rented for \$5.00 extra)

All rentals will be delivered by Scotty's Kayaks by 5:00 p.m. of the day of rental commencement. Unless other arrangements are made boats will be picked up at 10:00 a.m. the final day of the rental.

**TERMS & CONDITIONS**

Kayak & Canoe Rental Agreement made between Scotty's Kayak Rentals herein called Lessor and the undersigned herein call Renter.

1. Renter shall obey all state and local Boating Regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the boats. In the event of a citation for violation of these rules the Renter shall be solely responsible. Renter agrees to immediately notify Lessor of any incidents or injuries occurring while renting boats.

2. Renter represents that he or she is capable of operating the Equipment and finds it in good working order, condition and repair.

3. Renter shall bear all risk of damage or loss of the Equipment, or any portions thereof, including but not limited to damage or theft, and shall pay Lessor the cost of repair or replacement.

4. RECOGNITION OF RISK; Renter expressly acknowledges that boating is an activity with inherent risks of injury to persons and property; Renter is aware of those risks and understands them. Renter acknowledges that lifejackets are made available for use while boating, and that all boaters are required to wear lifejackets while operating a rented boat. Renter understands that use of a lifejacket does not remove all risks of injury; nor does it make boating a safe activity. 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 and Employees, has made any representations regarding the safety of, or the risks of, the activity. Renter expressly assumes the risks of the activity.

5. RELEASE OF LIABILITY; Renter hereby RELEASES Lessor, its owners and its employees from liability for negligence, and HOLDS HARMLESS the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said boat.

6. This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including this 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 Equipment. The laws of the State of Maine shall govern this agreement.

RENTER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, AND IS OPERATING THE EQUIPMENT AT HIS OR HER OWN RISK.

Renters Signature \_\_\_\_\_ Date \_\_\_\_\_

Representative of Scotty's Kayak Rentals \_\_\_\_\_ Date \_\_\_\_\_