



Meeteetse Recreation District

Rental Equipment Agreement, Waiver, and Release of Liability for Kayaks and Paddle Boards

Kayak/Paddle Board and Equipment Rental Agreement between the Meeteetse Recreation District, 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, hold harmless, defend and indemnify the Meeteetse Recreation District and its 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 the Renter's use of kayaking or paddle boarding equipment, premises or facilities or Renter's participation in kayaking or paddle sports 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 agents, officers, or employees of the Meeteetse Recreation District. **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 Meeteetse Recreation District. 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 the Meeteetse Recreation District.

_____ 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 responsibility of and for any and all damage, loss, or theft of the rental boats and/or equipment, or any portion thereof, including, but not limited to vandalism or theft, and shall pay the lessor the full cost of repair or replacement.

_____ **RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking and paddle boarding are activities 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 and that **ALL RENTERS ARE REQUIRED TO WEAR LIFEJACKETS WHILE USING RENTAL BOATS AND EQUIPMENT.** Renter understands that the use of a lifejacket does not remove all risks of injury; nor does wearing a lifejacket make kayaking or paddle boarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions the Renter decides to take to minimize the risks of the activity. No party related to lessor, including employees, has made any representations regarding the safety of, or risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**

_____ **RELEASE OF LIABILITY:** Renter hereby releases Lessor (Meeteetse Recreation District) and its employees from liability for negligence and holds harmless the lessor 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 and/or equipment.

_____ This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor or Renter, except 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 boat(s) or equipment. The laws of Wyoming shall govern this agreement.

NONCOMPLIANCE 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

Signature: _____ Date: _____

Printed Name: _____

Driver's License Number & State: _____

Phone Number: _____ E-mail: _____

Date & Time Rented: ___/___/20___ :___ Date & Time Returned: ___/___/20___ :___