FAIRFIELD KAYAK COMPANY LLC

Participant Liability Release, Hold Harmless & Indemnity Agreement Equipment Rental Agreement

I understand that the activity of kayaking and canoe paddling, and other related water activities involve inherent hazards and other risks. The **risks include but are not limited to**: physical exertion, inclement weather, capsizing of watercraft, immersion in water, tides and currents, hypothermia, accidents or illness in remote areas, tripping or slipping on rocks, travel to/from site, other boats or boaters, equipment failure and malfunction, drowning, and loss or damage to personal property.

I voluntarily agree and expressly assume all risks of injury and/ or even death that I may suffer as a result during the use of this equipment. **I agree and hold harmless FAIRFIELD KAYAK COMPANY LLC of any liability.** I further agree to wear an approved personal flotation device (PFD) at all times while operating a rental kayak (Initial) _____ and I confirm that I am physically fit and not under the influence of any substance or medication which can impair my ability to engage in these activities_____ (Initial). I will operate and use equipment in the manner intended, and that I understand the equipment's use and function.

I agree to release, indemnify and discharge FAIRFIELD KAYAK COMPANY LLC , its members, managers, employees, owners, volunteers, affiliates, agents, officers, directors, and the manufacturers and distributors of the equipment (hereinafter collectively called F.K.C) from all liability for injury, death, property loss and damage which results from the renter's use in the activity of kayaking &/or canoeing, or is in any way related to the use of this equipment, including all liability which results from negligence (but not gross negligence) of F.K.C, or any other person or cause . I further agree to defend and indemnify F.K.C on for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related and loss of use in any way to the use of this equipment, including during transport and while in the renter's possession.

I agree to use the equipment only in the specified and agreed upon area discussed between myself and the Company, (e.g.: I will not take a rented boat south of Black Rock Green Can LC, PAST PENFIELD LIGHTHOUSE or into BRIDGEPORT HARBOR CHANNEL). F.K.C kayaks may not be operated greater than 1 mile from the nearest shoreline. **Watercraft may not be operated at night, or before 1 hour after sunrise or after 1 hour before sunset.**

With respect to group rentals, the undersigned lessee hereby represents and warrants that he/she has secured the consent of all users of the equipment being leased to assume all risks of injury, loss or damage resulting from or related to the use of this equipment and to release F.K.C from all liability as provided above.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which F.K.C or its agents is a party, shall be in the U.S. District Court for the District of Connecticut. I further agree to waive any right that I may have to have the matter tried by a jury and specifically agree that any trial will be held solely before a judge. If it is determined that this agreement is not valid for any reason, you agree that F.K.C. liability/damages will be limited to the total sum of $10,000.00. I further agree that if F.K.C. is found liable for any sort of gross negligence or the like, that F.K.C liability damages shall be limited to the sum total of $10,000.00. Should it be determined that a part/provision of this agreement is not valid, then the remaining parts will be valid and enforceable. **I, the undersigned, have read and understand this equipment rental & liability release agreement.**

I accept for use, as is, the equipment rented to me and accept full financial responsibility for the equipment while it is in my possession. I will be responsible for the replacement, at full current value, and loss-of-use of any equipment rented under this form which is lost, stolen, damaged or otherwise not returned to FAIRFIELD KAYAK COMPANY LLC. I agree to return all rental equipment by the agreed time and date or I shall incur a late fee. **Payment by Cash or Check: Returned Check Charge is $30.**

Participant's Signature		Date	
Participant's Printed Name		DOB	
Street Address		Drivers License Number	
City, State Zip		Phone Number	
Emergency Contact name & Number		Email	

If Participant is a Minor: Parent or guardian additional indemnification.

I certify that, as Parent or Guardian with legal responsibility for this participant, I have read and consent to his/her release and agree to indemnify, release and hold harmless F.K.C of any and all claims or liabilities which are brought by or on behalf of Minor, their heirs, siblings or parents, or are in any way incident to the child's use or participation, to the fullest extent of the law.

_____

Print Name Parent/Guardian Signature Parent/Guardian Date

Renters must attest to basic swimming ability:

Experience: O Non- Swimmer (no rental) O Basic O Intermediate O Experienced Initial____