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Eco Boat Rentals LLC

Voluntary Release of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") Pedal Boat, and Kayak Rental

Renter Name: \_\_\_\_\_, email: \_\_\_\_\_  
Address: \_\_\_\_\_ Date \_\_\_\_\_.

Renter understands that the purpose of signing this document is to release and hold ECO Boat Rentals LLC ("ECO"), their owners, employees, agents, and associated personnel, and their boats and equipment, hereinafter the ("Released Parties") harmless from all liabilities arising as a consequence of renting and using a Pedal Boat, or Kayak, ("Rental Equipment") and associated activities ("Water Activities"), or any other acts or omissions on their part, including but not limited to Negligence and Gross Negligence.

Renter, for myself, my personal representatives, heirs, and next of kin:

1. Fully understand that Water Activities involve risk and danger of serious injury, death, or drowning, from my own actions, acts of other persons or watercraft, adverse sea and weather conditions, and equipment failures.
2. Acknowledge and represent that I understand the nature of Water Activities and that I am in proper physical condition, and general good health to participate in Water Activities.
3. I have a duty to exercise reasonable care for my own safety, including wearing a life jacket at all times, and agree to do so.
4. Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair.
5. 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 the safe completion of the trip.
6. 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 portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Eco Boat Rentals LLC) the full cost of repair or replacement.
7. Renter shall return boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.
8. I will not hold ECO, or their employees, agents or other associated personnel responsible if I am injured as a result of ANY act or occurrence that occurs while using the Rental Equipment.
9. ECO has made no representations to me, implied or otherwise that they will supervise, rescue, or render aid if I become injured or otherwise become in a perilous situation while using the Rental Equipment.
10. I forever release and discharge ECO, their employees, agents, affiliates and associated personnel from any and all responsibility or liability for injury, damages, death or dismemberment, and all associated damages whether they arise as a result of any NEGLIGENCE or other liability, even if the NEGLIGENCE ARISES TO GROSS NEGLIGENCE. I further agree, on behalf of myself, my heirs, and assigns to indemnify and hold ECO harmless for any and all causes of action arising as a consequence of any injury or incident which might occur as a consequence of using the Rental Equipment and associated Water Activities.
11. I hereby grant permission for usage of photographs and/or video of me taken on trips in publications, news releases, online, and in other communications.
12. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between myself and the Released Parties.

Renter Printed Name: \_\_\_\_\_ Renter Signature: \_\_\_\_\_  
If Renter is a Minor, the Parent or Guardian hereby consents to such rental and associated risks.  
Parent Printed Name : \_\_\_\_\_ Parent Signature: \_\_\_\_\_  
Renter Contact Phone Number : \_\_\_\_\_