

Hell Kayak & Canoe Rentals, LLC

21237 Kaiser Road

Gregory, MI 48137 (734) 277-8358

Renter: _____

Cell Phone #: _____

Date of Rental: _____ Time of Rental: _____ Transport (Y or N): _____ Email: _____

Driver's License No.: _____ State: _____ Expiration: _____

No. in party: Adults: _____ Children: _____

Watercraft(s) being rented: Canoes: _____ Kayaks: _____ Rowboats: _____

Trip starts at: Dam in Hell: _____ Bruin Lake boat launch: _____ Campsite#: _____

Trip ends at: Dam in Hell: _____ Bruin Lake boat launch: _____

Total Price: \$ _____ Payment Method: _____ No. & Type of Jackets/Cushions: _____/_____ No. of Paddles: _____

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

There are risks involved in using rental canoes, kayaks, rowboats, tubes and anything collectively known as "watercraft". Some examples of the kinds of risks involved are listed below:

- There are no lifeguards and there is no supervision
- Physical injury, illness or fatigue can happen while on the water and/or using the watercraft
- The water craft may capsize and result in people getting wet, getting hypothermia or even drowning
- Medical assistance may not be readily available
- There are potentially hazardous and unpredictable conditions when it comes to Mother Nature:
 - Currents, rapids, dams, deep and/or cold water, floating and/or stationary objects such as rocks, logs or animals
 - Weather and wind conditions changing

****READ BEFORE SIGNING PLEASE****

I understand that equipment and safety devices (lifejackets) are provided for my use and it is mandatory that I use them as recommended. I agree that I will be solely responsible for proper use of safety and other equipment and procedures. I hereby agree that by renting this watercraft from Hell Kayak and Canoe Rentals, LLC I accept liability for any injury or harm that may occur while using any of the equipment regardless of its condition. I understand that there are inherent risks in being transported from one location to another and I expressly and specifically assume the risk of possible injury or harm in connection with my occupancy on the transportation vehicle, assume all risk regarding any dangerous condition in and about the designated pick up area whether existing because of negligence or otherwise, and freely and knowingly waive any and all specific notice of the existence of such conditions. I assume all risk in connection with the damage, loss or destruction of any personal property, which I bring in the watercraft or request be transported with me. By signing this agreement I understand that I am waiving my right to bring a court action to recover compensation or to obtain any other remedy for any injury to myself, my responsible party, my property, or my death, however caused, arising out of my use of any equipment or programs of Hell Kayak and Canoe Rentals, LLC. I understand that there are inherent risks associated with water sports. I acknowledge that I have the skills to properly use the above rented equipment properly. I also acknowledge that I will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards. I, the undersigned user or guardian of user hereby release on behalf of myself, my heirs, representatives, successors, executors, and administrators Hell Kayak and Canoe Rentals, LLC its officers, agents and employees from any cause of action, claims or demands of any nature whatsoever including, but not limited to, a claim of negligence. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks involved. I agree to hold harmless and/or indemnify and defend Hell Kayak and Canoe Rentals, LLC and their officers, agents and employees from all liability, costs, or expenses resulting from accidents or injury to or for the death of any person or property directly or indirectly related from my use or my permission, express or implied, to use the rental equipment.

I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having read it carefully, of my own free will. I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Hell Kayak & Canoe Rentals, LLC

Signature of Renter _____ Date _____

PARENTS'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Only complete if there are participants under the age of 18 in your party)

In consideration of _____ (print all minor's names in party) being permitted by Hell Kayak & Canoe Rentals, LLC to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless Hell Kayak & Canoe Rentals, LLC from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor.

Parent/Guardian _____ Date _____

If injured, to which hospital would you like conveyance? _____