



821 DOCK STREET
TACOMA, WA 98402
253-272-4404

Foss Harbor Marina Kayak Rental Agreement

_____	_____	_____	
Full Name	Cell Phone	Emergency Contact	
_____	_____	_____	
Street Address	City	State	Zip Code
_____	_____		
Email Address	How Did You Hear About Foss Harbor Watercraft Rentals?		

1. Kayak rentals are at your own risk. Foss Harbor Marina and staff are not responsible for personal injury or loss of property.
2. Person renting kayak must be 18 years or older.
3. Under 18 must be accompanied by an adult.
4. Maximum weight as per manufacture's specifications
5. A personal flotation device is required and supplied.
6. All individuals renting kayaks must know how to swim or must be wearing a PFD.
7. Alcoholic beverages and pets are prohibited.
8. Intentional capsizing or swamping of kayaks is prohibited. **Swimming is not allowed.**
9. No motors may be attached to/kayaks.
10. Do not stay on the water in the event of thunder or lightening.
11. If your Kayak capsizes it will continue to float. Hold on to it as you make your way to shore.
12. Please dispose of litter in garbage containers at the end of your trip.
13. Renter will be required to reimburse FHM for all damaged and or lost equipment.
14. Rental equipment must be returned and checked in by a FHM attendant, return by close of business.
15. Kayaks are rented on a first come, first serve basis.
16. No Refunds.
17. In case of emergency call 911.

My signature herein indicates that I understand and agree to the /kayak rental rules and regulation as stated above. I also understand that I am liable for loss or damage to the kayak or related equipment and for the personal safety of the occupants. I hereby, release Foss Harbor Marina from liability for personal injury, property damage, or wrongful death resulting from any cause.

X _____
Renter Signature Date

Equipment Rental

of Kayaks # of Jackets # of Paddles # of Whistles Time Out Initials Time In Initials

PLEASE READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Foss Harbor Marina Kayak Rental program, related events, and activities, I, _____,

The undersigned acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent Paralysis and death, and while particular skill, equipment, and personal discipline may reduce this risk, the risk of Serious injury does exist, and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES (Foss Harbor Marina or others), and Assume full responsibility for my participation; and.

3. I willing agree to comply with the stated and customary terms and conditions for participation. If, however, I Observe any unusual significant hazard during my presence or participation, I will safely remove myself from the Participation and bring such to the attention of Foss Harbor Marina and,

4. I, for myself and on behalf of my heirs, assign, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS their officers, officials, agents, and or employees, other Participants, sponsoring agencies, advertisers, and, if applicable owners and lessors of the premises used for the Activity ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or Damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING

THIS AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION.

X_____

Renter Signature

_____ Date

_____ Age

For Parents/Guardians of Participant of Minor Age

(Under Age 18 at Time of Registration)

This is to certify that I, as Parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____

Print Name

_____ Date

_____ Signature