

# Adventures By The Sea, Inc.

299 Cannery Row & 32 Cannery Row, Monterey, CA 93940 (831) 372-1807

## Kayak Rental Form and Acknowledgement of Financial Liability

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

In the future, we may offer special discounts and programs that will be offered through email.

Emergency Contact: \_\_\_\_\_ Phone \_\_\_\_\_

- I accept for use the equipment listed on the rental form in its condition "AS IS." I have examined the equipment and determined that it is in good working condition. While renting this equipment, I will be responsible for its care and will return it in as good condition as when received, normal wear and tear excepted. If I fail to return any of the equipment rented under this agreement, I will pay for its replacement at **FULL RETAIL VALUE**.
- To avoid any additional charges, I agree to return the equipment rented under this agreement in a clean condition by the agreed time and I further agree to pay any and all late return fees or collection costs that may apply, including attorney fees.
- I have carefully read this agreement and fully understand its contents. I am aware that this is an acknowledgement of financial liability and a contract between myself and **ADVENTURES BY THE SEA, INC.**, and/or **its rental agents** and I sign it of my own free will.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Marine mammals are protected by federal law and their harassment is punishable by stiff fines and penalties. Your initials below acknowledge that you have been informed of this information and agree to abide by our protective standards of maintaining a distance of 50 feet or 17 meters from all marine mammals, especially otters, in order to avoid harassing them!!**

\_\_\_\_\_  
**Initials**

## Acknowledgement of Risks, Assumptions of Risk and Responsibility and Release of Liability

**WARNING:** There are significant elements of risk in any adventure, activity, or instruction associated with the outdoors or wilderness, and the use of kayaks or sea kayaks, incidental camping or hiking (referred to herein as "activity") and the use of any related equipment. Although, we have taken reasonable steps to provide you with appropriate equipment and/or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGEMENT OF RISKS:** I acknowledge that the following describes some, but not all of those risks: 1) Hazards associated with water flow, tides, currents, wakes, and collision with watercraft (including your own), submerged, semi-submerged, and exposed natural and manmade objects; 2) Collision, capsizing, inability to control, or sinking of your craft, which may result in wetness, injury, exposure to the elements, hypothermia and/or drowning; 3) Travel, including hiking, portaging, travel to or from this activity, and getting in or out of the craft or water; 4) Hazards associated with marine mammals, reptiles, other animals, endemic diseases, and marine life forms including bacteria; 5) Cold weather and heat related injuries and illnesses including frostbite, heat exhaustion, sun stroke, sunburn and dehydration; 6) Inclement weather, variance and extremes of wind, weather and temperature; 7) My sense of balance, physical coordination, ability to swim and/or follow instruction; 8) Fatigue, chill, or dizziness which may diminish my reaction time and increase the risk of accident; 9) Accidents or illnesses occurring in remote places where there are no medical facilities. I UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND THAT OTHER UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS OR DEATH.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** My participation in this activity is purely voluntary. No one is forcing me to participate. I elect to participate in spite of the risks. I am capable of participating in the activity and using the equipment. Therefore, I agree to assume full responsibility for myself, including any minor children for which I am responsible, for bodily injury, accidents, illness, death, or loss of personal property, and any related expenses. **As a basic safety precaution, I agree to wear a fastened U.S. Coast Guard approved personal floatation device (life jacket) while in or upon any craft.** I will ask if there may be situations where a reasonable and prudent person would use a helmet, wet suit, dry suit, or other safety equipment.

I assume the risk(s) of personal injury, accidents, any or illness, including but not limited to sprains, torn muscles or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, or contusions; dehydration, drowning, oxygen shortage (anoxia) or exposure; head, neck or spinal injuries, bite or attack by animal, insect, or marine life; allergic reactions; shock, paralysis or death.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I agree that any film or photographs of me, as participant, become your property and may be used for promotional or commercial purposes.

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of services, operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities, or problems in the group; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

**RELEASE:** In consideration of services or property provided, I for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

### **ADVENTURES BY THE SEA, INC.,**

its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or government agency upon whose property an activity is conducted, from all liability and waive any claim for damages arising from any cause whatsoever (except that which is the result of gross negligence).

**I HAVE READ THE FOREGOING WARNING, ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.**

**Participant's Name**

**Age**

**Signature of Participant or Parent/Guardian**

**Date**

List allergies to plants, insect or medication: \_\_\_\_\_.

Describe any existing condition or prior injury which may limit your participation: \_\_\_\_\_

Describe your paddling experience in past 3 years: \_\_\_\_\_