

# B.S. Water Rentals LLC

## Participant Waiver, Release of Liability & Rental Agreement\*\*

This Waiver & Rental Agreement (“Agreement”) is required for all participants of B.S. Water Rentals LLC (“Company,” “we,” “our”). By signing, you acknowledge and agree to all terms below.

### Participant Information

- Name: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Email: \_\_\_\_\_
- Emergency Contact Name: \_\_\_\_\_
- Emergency Contact Phone: \_\_\_\_\_

### SECTION A — RENTAL AGREEMENT

#### 1. Equipment Use

In consideration of this Agreement, B.S. Water Rentals LLC leases paddle boards and related equipment (“Equipment”) to the undersigned (“Renter”).

Renter agrees to:

- **Use the Equipment only as instructed and only for its intended purpose.**
- **Not exceed the maximum number of persons allowed per board.**
- **Return all Equipment at the agreed-upon time.**
- **Pay any applicable late fees for overdue returns.**
- **Pay for repair or replacement of Equipment that is lost, damaged, or stolen during the rental period.**

Renter certifies that they have inspected the Equipment and found it suitable for use.

#### 2. Safety Rules

Renter agrees to follow all posted and verbal safety instructions, including:

- **Wearing a life jacket at all times while on the water.**
- Remaining within designated rental areas.
- **Not participating while under the influence of alcohol, drugs, or impairing substances.**
- Immediately reporting any accident, malfunction, or safety concern to staff.

### **3. Cancellation Policy**

Renter acknowledges the Company's **48-Hour Cancellation Policy**:

- **Cancellations made 48+ hours before the rental receive a full refund or one free reschedule.**
- **Cancellations made within 48 hours are non-refundable.**
- **No-shows are charged the full rental amount.**
- Weather cancellations are at the discretion of B.S. Water Rentals LLC.

### **SECTION B — AGE, WEIGHT & PARTICIPATION REQUIREMENTS**

- Participants must be **18+** to book a rental.
- **Ages 12 and up may paddle board independently** on their own board.
- **Ages 11 and under must ride on the same board with an adult (18+).**
- **The combined weight limit for shared boards is 300 lbs.**
- **All minors must wear a life jacket at all times.**
- **All participants must be able to swim confidently without assistance.**

### **SECTION C — ASSUMPTION OF RISK**

I understand that paddle boarding involves inherent risks, including but not limited to:

- Falling into the water
- Drowning
- Collisions
- Changing weather or water conditions
- Physical exertion
- Equipment failure

- Natural hazards

**I acknowledge that these risks may result in injury, illness, disability, or death.**

**I knowingly, voluntarily, and freely assume all risks, both known and unknown, associated with participation in paddle boarding and related activities.**

#### **SECTION D — RELEASE OF LIABILITY**

**To the fullest extent permitted by law, I hereby release, waive, discharge, and hold harmless B.S. Water Rentals LLC, its owners, employees, contractors, volunteers, agents, and property owners (“Releasees”) from any and all claims, demands, losses, or liability arising from or related to my participation.**

This includes, but is not limited to:

- **Injury**
- **Illness**
- **Disability**
- **Death**
- **Property damage**
- **Any other harm resulting from participation or use of Equipment**

**This release applies even if caused in whole or in part by the negligence of the Releasees.**

#### **SECTION E — INDEMNIFICATION**

**I agree to indemnify, defend, and hold harmless the Releasees from any claims brought by me, my family, my estate, or any third party arising out of my participation or actions.**

#### **SECTION F — MEDIA RELEASE**

I grant permission for B.S. Water Rentals LLC to use photos or videos taken during my rental for marketing or promotional purposes. I may opt out by submitting a written request prior to participation.

#### **SECTION G — PERSONAL BELONGINGS**

**I understand that B.S. Water Rentals LLC is not responsible for lost, damaged, or stolen personal items. I agree to secure my belongings appropriately.**

**SECTION H — ACKNOWLEDGMENT**

By signing below, I acknowledge that:

- **I have read and fully understand this Agreement.**
- **I voluntarily agree to all terms without coercion.**
- **I am physically capable of participating in paddle boarding activities.**
- **I understand I am giving up substantial legal rights by signing this document.**
- **This Agreement applies to all future rentals within the same calendar year.**

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent/Guardian Signature (if minor):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Initial Here:** \_\_\_\_\_

**I acknowledge that I am either (1) experienced with the type of craft I am renting, OR (2) if I am a first-time paddler, I have watched the *entire* training video provided by B.S. Water Rentals LLC. I have paid close attention to the video, understand the instructions, and agree to bring any questions I may have to B.S. WATER RENTALS STAFF *before* entering the water. I understand that failure to follow instructions increases the risk of injury, and I accept full responsibility for doing so.**