



**Text the keyword "Kayaks"
to 41411 and receive
discounted kayak and SUP
rentals straight to your
mobile phone!**

1. Watercraft rentals are at your own risk. Foss Harbor Marina (FHM) and staff are not responsible for personal injury or loss of property.
2. Person(s) renting watercraft must be **18 years** or older. Individuals under the age of 18 must be accompanied by an adult.
3. Maximum weight, as per manufacture's specifications – single kayak: **350 lbs**; double kayak: **500 lbs**; SUP: **245 lbs**.
4. A personal flotation device (PFD) is required and supplied. All persons in watercraft must wear PFD at all times.
5. Alcoholic beverages and pets are prohibited.
6. Intentional capsizing or swamping of kayaks is prohibited. **Swimming is not allowed.**
7. No motors may be attached to watercraft.
8. Do not stay on the water in the event of thunder or lightning.
9. If your watercraft capsizes, it will continue to float. Hold on to it as you make your way to shore.
10. Rental equipment must be returned and checked in by a FHM attendant by the return time indicated on agreement.
11. Renter will be required to reimburse FHM for all damaged and or lost equipment.
12. No refunds. If rental is interrupted by thunder and/or lightning, FHM will issue a free rental pass for use at a later date.
13. No fishing in rental watercraft.
14. In case of emergency, call **911**.
15. Please dispose of litter in garbage containers at the end of your trip.
16. Upon return of watercraft, I agree to leave it free of trash, food or any other debris. I understand that my credit card on file may be charged a **\$25.00** cleaning fee if watercraft is left untidy. _____ initials
17. Individuals with their own watercraft may use the FHM facilities and kayak launch dock for a fee of **\$5**. Owners of privately-owned watercraft must complete waiver form and adhere to all rules contained herein.

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 the Foss Harbor Marina Watercraft Rental program, related events, and activities, I, _____, the undersigned acknowledge and agree that:

1. I assume all risk of injury while utilizing a rental watercraft, including the potential for permanent paralysis and death. While particular skill, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
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 I assume full responsibility for my participation.
3. I 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 cease participation in all such activity and bring to the attention of the FHM staff.
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.
5. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP 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 Rental)

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, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the marina (FHM) 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 _____

Child Name

_____ Age

_____ Date

_____ Parent Signature