

# EQUIPMENT RENTAL AGREEMENT

## AND

### ASSUMPTION OF RISK AND WAIVER AGREEMENT

Group Deal \_\_\_ / 2.1 mile \_\_\_ / 3.5 mile \_\_\_ / Single Tube \_\_\_ / Double Tube \_\_\_ / Fun-yak \_\_\_ / Paddle \_\_\_ / Cooler Tube \_\_\_ / Other (detail) \_\_\_\_\_

In consideration of \$ \_\_\_\_\_ (amount) Floating Fun, LLC, rents to (name of renter) \_\_\_\_\_ the following (description of personal tube, cooler tube, push stick, etc.) \_\_\_\_\_ for (how long) \_\_\_\_\_ on the following terms and conditions:

1. In consideration of the rental by Floating Fun, LLC, of the property, (name of the renter) \_\_\_\_\_ ASSUMES ALL RISK OF DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE RESULTING FROM THE USE OF THE PROPERTY. (Renter name ) \_\_\_\_\_ WAIVES ALL CLAIMS AGAINST Floating Fun, LLC, its agents, or employees, for death, personal injury or property damage arising out of or incidental to the use of the property and does specifically RELEASE AND FOREVER DISCHARGE Floating Fun, LLC, and its officers, agents, or employees for any and all liability or claims for any injury, illness, death, or damage caused by the negligence of Floating Fun, LLC, or its officers, agents, or employees. In signing this agreement, I fully recognize that if injury, illness, death, or damage occurs to me while I am using this property, I will have no right to make a claim or file a lawsuit against Floating Fun, LLC, or its officers, agents, or employees, even if they, or any of them, negligently cause injury, illness, death or damage.
2. I am responsible for returning the property to Floating Fun, LLC in the same condition in which it was received by me, reasonable wear and tear excepted. I will be responsible for repair or replacement of any damaged property.
3. Floating Fun, LLC, makes no warranties or guarantees of any type regarding the property, including but not limited to any warranty or guarantee of the fitness or suitability of the property for any particular purpose. I accept the property in its existing condition.

I HAVE CAREFULLY READ THIS AGREEMENT. I AM AWARE AND UNDERSTAND THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND SIGN IT VOLUNTARILY.

(name of renter) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

How did you hear about us: Flyer \_\_\_ Web \_\_\_ Church \_\_\_ College \_\_\_ Friend \_\_\_ Talladega Speedway \_\_\_ Billboard \_\_\_ Or \_\_\_\_\_

## **RENTER LIABILITY**

**The renter signed below agrees to return the floating equipment in good and reasonable condition and financially replace lost or damaged articles to include:**

**Push Sticks \$5.00**

**Life Preserver \$10.00**

**Single Paddle \$15.00**

**Kayak Paddle \$20.00**

**Tube \$60.00**

**(Beyond a small natural puncture/ripped/torn/punctured by knife or some other unnatural object/burned)**

**Tube protective skirt \$80.00**

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**RENTER**

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**DATE**