

Return Time

Total Paid

## The Shake Shak-Canoe/Kayak Rental & Waiver Form

327 Alwine Road • Boswell, PA 15531 • (814) 525-1023

Please Read Both Sides of this Form Carefully

NAME \_\_\_\_\_ PHOTO ID CHECKED \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

HOME PHONE ( ) \_\_\_\_\_ WORK/CELL PHONE ( ) \_\_\_\_\_

Add to Mailing List? Y N Email? Y N \_\_\_\_\_

I have been given and read the ACA's "A Smart Start for Safe Paddling." \_\_\_\_\_

I understand that the value of the equipment I am renting is approximately \$ \_\_\_\_\_

### **STAFF USE ONLY - ONE FORM PER BOAT**

Invoice # \_\_\_\_\_

RENTAL TYPE: Canoe      Recreational Kayak      Tandem Kayak      Stand-Up Paddleboard (SUP)

MODEL/COLOR:

PADDLES:      LIFE VESTS:      ROPES:

SKILL LEVEL: Beginner      Intermediate      Experienced

Picked Up Time: \_\_\_\_\_ Returned Time: \_\_\_\_\_ Staff Initial: \_\_\_\_\_

### **PLEASE READ CAREFULLY**

#### **The Provided Rental Waiver and Release of Liability**

☐ I have read and understand the terms and conditions of the Rental Waiver and Release of Liability and was offered a copy for my own documentation.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

(Do not sign without reading the rental waiver and release of liability)  
**Must sign Waiver to be permitted to ride on rental equipment.**

## **READ CAREFULLY**

### **Rental Waiver and Release of Liability**

I, the above named, take full responsibility for the equipment rented and agree to pay the full repair cost or replacement value of the said equipment listed above if damaged or lost while in my possession. I attest that I will use this equipment in a prudent way as it was designed to be used.

**STATEMENT OF RISKS:** There are significant elements of risk in any adventure, sport or activity associated with watersports, the outdoors, the presence of motorized watercraft, and activities incidental thereto (referred to herein as "the Activity"). Although we have taken reasonable steps to provide you with appropriate equipment, **the 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 equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. 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 the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I am riding or any portion of said craft, other watercraft, and man-made of natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing or other hazard which results in wetness, injury, exposure to the elements, hypothermia or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration 8) Fatigue, chill, and dizziness which may diminish my reaction time and increase the risk of an accident.

**I am aware that the Activity may entail risks of injury or death.** I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of my participation in the Activity.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I hereby assume full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity and/or my use of the rented equipment, regardless of whether the injury, death or property damage is caused, in whole or part, by the negligence of The Shake Shak.

I verify that I am physically fit and sufficiently qualified and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by and animal or insect, allergic reaction, shock, paralysis or death.

I agree to refrain from using alcohol or drugs prior to and during my participation in the Activity.

**RELEASE:** I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, do fully and forever RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Shake Shak and its owners and employees from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether or not caused in whole or in part by the negligence of the releases or otherwise.

I agree that any and all disputes between myself and The Shake Shak arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the Commonwealth of Pennsylvania and exclusive jurisdiction thereof will be in the state of court residing in the country where the alleged tort occurred or the federal courts of the Commonwealth of Pennsylvania.

I, the undersigned, acknowledge that I have read and understood the terms of the rental and release agreement and voluntarily and freely agree to its terms. I agree that no oral statements, representations, or inducements, apart from the language of the above agreement, have been made. I take full responsibility for any minors under the age of 18. I agree that no persons other than the signatories below and any minor children for whom we are responsible may use the rented equipment. I will be responsible for the full replacement cost of any equipment I have rented from The Shake Shak and agree to pay for damages to or replace any equipment I have rented from The Shake Shak in the event of damages other than reasonable wear and tear.