

Watercraft Rental Agreement and Liability Waiver



PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

This Agreement is entered into on _____ (date) between:

Rental Company / Lessor ("Company"): Ordered Outdoors LLC; 360-447-8712; info@orderedoutdoors.com
and

Renter ("I," "me," "Participant," or "Renter"):

Full Legal Name: _____ Date of Birth: _____

Address: _____

Phone: _____ Email: _____

DL/ID#: _____ Emergency Contact: _____

Equipment Rented:

- Watercraft(s): Kayak(single): _____ Kayak(tandem): _____ SUP (with leash): _____
- Paddle(s): _____
- Personal Flotation Device(s) (PFD/life jacket): _____

Rental Period: From _____ (date/time) to _____ (date/time)

Rental Fee: \$ _____

Security/Damage Deposit: \$ _____ (refundable subject to condition upon return)

Late Return Fee: \$ _____ per hour after agreed return time.

****Early returns will not be prorated. Payment is due at checkout unless we agree otherwise in writing. The deposit may be used for unpaid fees, late return, cleaning, damage, loss, or theft. Any unused deposit will be released after satisfactory examination of equipment. If charges exceed the deposit, you agree to pay the balance on demand. We will charge the credit card on file, or you may pay in cash or with another credit card.**

Damage/Loss Responsibility: Renter is fully responsible for all loss, theft, or damage beyond normal wear and tear. Repair or replacement costs will be charged (including labor). Approximate values: Kayak(Single) **\$600**; Kayak(tandem) **\$800**; StandUp Paddleboard **\$700**; Paddle **\$50**; PFD **\$35**; SUP leash **\$25**

1. Rental Terms and Renter Obligations

- I will use the Equipment only for its intended recreational purpose on the designated waters and within geographic limits stated here: _____
- I will not allow any unauthorized person to use the Equipment.
- I will return the Equipment at the agreed time and location in the same condition received (normal wear excepted).
- I will comply with all applicable laws, including Washington State requirements for personal flotation devices. **I agree to wear a properly fitted, U.S. Coast Guard-approved PFD at all times while on or in the water.**
- I will not operate the Equipment under the influence of alcohol, drugs, or any impairing substance.
- I will not exceed the manufacturer’s weight or passenger capacity.
- I represent that I (and any minor under my supervision) am physically able to participate, can swim or tread water adequately, and have the skill level required for the conditions.
- Company may refuse or terminate the rental for any safety reason; refunds (if any) are at Company’s sole discretion.

2. Acknowledgment and Assumption of Risks

I understand that kayaking, paddleboarding and related water activities involve **inherent and other risks** that can result in serious injury, paralysis, drowning, or death, including but not limited to:

- Capsizing, falling overboard, immersion in cold water, hypothermia, drowning;
- Changing weather, wind, waves, currents, tides, or water levels;
- Collisions with other vessels, objects, rocks, docks, or submerged hazards;
- Equipment failure or malfunction;
- Physical exertion, slips, falls while launching/landing/carrying;
- Wildlife encounters, illness, or medical emergencies far from help;
- Negligence of other participants or third parties;
- Risks arising from my own actions, inexperience, or failure to follow instructions.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, **EVEN IF ARISING FROM THE ORDINARY NEGLIGENCE OF ORDERED OUTDOORS LLC OR OTHER RELEASEES**, and assume full responsibility for my participation and use of the Equipment.

3. Release of Liability and Waiver

In consideration of being allowed to rent and use the Equipment, I, on behalf of myself, my estate, my heirs, assigns, personal representatives, and next of kin, hereby:

RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Ordered Outdoors LLC, its owners, officers, directors, employees, agents, volunteers, affiliates, and the owners/lessors of any premises or waterways used (collectively “Releasees”) from any and all liability, claims, demands, losses, or damages arising out of or related to my rental, use of the Equipment, or participation in kayaking/paddleboarding activities, **including those caused by the ordinary negligence of the Releasees**, to the fullest extent permitted by Washington law.

This release does **not** apply to gross negligence, willful or wanton misconduct, or intentional acts.

4. Indemnification

I agree to **indemnify, defend, and hold harmless** the Releasees from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to my (or any minor under my care’s) use of the Equipment or participation, including claims by third parties.

5. Minors

PARENT(S) OR LEGAL GUARDIAN(S) OF MINOR CHILDREN MUST SIGN FOR ANY PARTICIPATING MINOR (those under 18 years of age) AND AGREE THAT THEY AND THE MINOR(S) ARE SUBJECT TO ALL THE TERMS OF THIS DOCUMENT, AS SET FORTH ABOVE. **I agree to this Agreement on my own behalf and on behalf of the minor(s). I will supervise the minor(s) and am responsible for their compliance and for any amounts owed.**

Minor Participant Name(s) and Age(s): _____

Parent/Guardian Signature: _____ Date: _____

Printed Name and Relationship: _____

6. Other Provisions

- **Governing Law and Venue:** This Agreement is governed by the laws of the State of Washington. Any dispute shall be resolved exclusively in the state or federal courts located in Kitsap County, Washington.
- **Severability:** If any provision is held unenforceable, the remaining provisions remain in full force.
- **Entire Agreement:** This document constitutes the entire agreement and supersedes prior discussions. It may only be modified in a writing signed by both parties.
- **Insurance:** Company does not provide participant insurance. I am responsible for my own medical and other insurance.
- I have had the opportunity to ask questions and have read and understand this entire document.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT (INCLUDING THE RIGHT TO SUE FOR ORDINARY NEGLIGENCE), AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: _____ Date: _____ Printed Name: _____

Additional adult participants:

Signature: _____ Date: _____ Printed Name: _____

Signature: _____ Date: _____ Printed Name: _____

Signature: _____ Date: _____ Printed Name: _____

Signature: _____ Date: _____ Printed Name: _____

Signature: _____ Date: _____ Printed Name: _____

Signature: _____ Date: _____ Printed Name: _____

Signature: _____ Date: _____ Printed Name: _____

Signature: _____ Date: _____ Printed Name: _____

Signature: _____ Date: _____ Printed Name: _____

Additional minor participants:

PARENT(S) OR LEGAL GUARDIAN(S) OF MINOR CHILDREN MUST SIGN FOR ANY PARTICIPATING MINOR (those under 18 years of age) AND AGREE THAT THEY AND THE MINOR(S) ARE SUBJECT TO ALL THE TERMS OF THIS DOCUMENT, AS SET FORTH ABOVE. **I agree to this Agreement on my own behalf and on behalf of the minor(s). I will supervise the minor(s) and am responsible for their compliance and for any amounts owed.**

Minor Participant Name(s) and Age(s): _____

Printed Name of Legal Guardian: _____ Relationship to Minor: _____

Address: _____

Signature of Legal Guardian: _____ Date: _____

PARENT(S) OR LEGAL GUARDIAN(S) OF MINOR CHILDREN MUST SIGN FOR ANY PARTICIPATING MINOR (those under 18 years of age) AND AGREE THAT THEY AND THE MINOR(S) ARE SUBJECT TO ALL THE TERMS OF THIS DOCUMENT, AS SET FORTH ABOVE. **I agree to this Agreement on my own behalf and on behalf of the minor(s). I will supervise the minor(s) and am responsible for their compliance and for any amounts owed.**

Minor Participant Name(s) and Age(s): _____

Printed Name of Legal Guardian: _____ Relationship to Minor: _____

Address: _____

Signature of Legal Guardian: _____ Date: _____

PARENT(S) OR LEGAL GUARDIAN(S) OF MINOR CHILDREN MUST SIGN FOR ANY PARTICIPATING MINOR (those under 18 years of age) AND AGREE THAT THEY AND THE MINOR(S) ARE SUBJECT TO ALL THE TERMS OF THIS DOCUMENT, AS SET FORTH ABOVE. **I agree to this Agreement on my own behalf and on behalf of the minor(s). I will supervise the minor(s) and am responsible for their compliance and for any amounts owed.**

Minor Participant Name(s) and Age(s): _____

Printed Name of Legal Guardian: _____ Relationship to Minor: _____

Address: _____

Signature of Legal Guardian: _____ Date: _____

Company Representative: _____ **Date:** _____

Checkout Log

Checkout
notes: _____

Return Log

Date / time: _____ Staff initials: _____

Deposit taken / refunded

Damage / extra fees:

Customer initials: _____ Date: _____