



Test the Waters Adventure Sports Boat Rental Contract

As trip leader, you, _____, assume responsibility of, and are to be held liable for accountability of, all equipment rented from Test the Waters Adventure Sports. By signing this agreement, you understand the risks and liabilities associated with renting the below-described equipment. It also implies that you have thoroughly read and understand the Test the Waters Adventure Sports **Release Form and Sports Policies.**

Boat Rentals:

All boats rented by Test the Waters Adventure Sports are guaranteed to be seaworthy at all times. If a boat has been repaired, then Test the Waters guarantees its quality and certifies it to be “seaworthy,” meaning the boats may be used to their full capacity and for intended purposes.

NOTE: If deficiencies are noted upon rental pick-up, all deficiencies must be noted prior to embarking on trip, otherwise, renter shall be responsible for all needed repairs.

Boat Accessories:

All boats rented from Test the Waters Adventure Sports will include the following:

- Paddles/Oars, as appropriate
- Frame, if appropriate
- 1 Repair Kit, if appropriate
- 1 Air Pump, if appropriate
- 1 Life Jacket for each person
- 1 Helmet for each person, if preferred by renter

All Other Equipment

Any equipment rented by Test the Waters Adventure Sports is guaranteed to be in good condition, without deficiencies, upon rental date. At such time that deficiencies are noted prior to embarking, replacements shall be provided by Test the Waters Adventure Sports without question. All deficiencies noted upon return of equipment that was not noted prior to rental, will be the responsibility of the renter, _____.

Below is a list of equipment rented by the undersigned:

Item	QTY	Description	Stock Number
Boat			
Paddles			
Oars			
Life Jackets			
Cooler			
Frame			
Straps			

Pump			
Repair Kit			
Protective Cover			
Cost per Day _____			

PLEASE NOTE: ALL EQUIPMENT RENTED SHALL BE RETURNED CLEAN AND IN THE SAME CONDITION AS WHEN IT WAS RENTED OR A \$50 CLEANING FEE WILL APPLY.

I have carefully read this entire Rental Agreement, fully understand its contents, and agree to its terms.

Renter Name _____

Renter Signature: _____

Owner Name: Test the Waters Adventure Sports

Representative Signature: _____

Return Security Info:

Cc # _____

Exp. Date _____

3 digit Security Code _____

Address _____

City/State/Zip _____

Phone # _____

Rental Plan

Start Date _____
Time _____

Return Date _____
Time _____

Pickup Location _____

Contact Info _____

General Trip Plan:

Air Service _____

General Location _____

Test The Waters Adventure Sports Release Form

Acknowledgement of Risk: I acknowledge the significant risk of any and all activity associated with outdoor travel and recreation, which cannot be eliminated without compromising the intended quality of the activity. I understand that events may be encountered that are beyond the control of any person. These risks, both known and unanticipated, may result in my injury, illness, death, or disease; or damage to my property. These risks may include, but are not limited to: 1) capsizing boats; 2) man overboard; 3) acts or omissions of Test the Waters Adventure Sports, its agents, employees, or other persons; 4) defects in equipment; 5) my own conduct or physical condition; 6) acts of other participants; 7) conditions of weather and other forces of nature; 8) contact with the biotic community; 9) conditions of roads or terrain.

Acceptance of Risk: I voluntarily release Test the Waters Adventure Sports, its agents, employees, other participants, and any other persons, and agree to indemnify and hold them harmless from all liability and claims, as well as attorney fees or defense costs that are in any way connected with my participation in this activity; including specifically, but not limited to injury, illness, disease, death, or damage to personal property, my own negligent acts or omissions, and all negligent acts or omissions except those of gross negligence on the part of Test the Waters Adventure Sports, its agents, or employees in connection with my participation in this activity. By signing this document, I waive all legal right and claims.

I understand that I am to be financially responsible for any medical treatment and/or necessary emergency evacuation resulting from my participation in this trip. I have no pre-existing medical or physical condition that could interfere with my participation in this activity. I have brought to the attention of Test the Waters Adventure Sports, and I will alert my guide to, any medical history that could become a risk while on this trip.

I have carefully read this entire Release Form and Acceptance of Risk, fully understand its contents, and agree to its terms. I am not under the influence of Alcohol or drugs that would affect my capacity to participate in this activity or sign this document.

Test the Waters Adventure Sports reserves the right to use photographic material obtained on this trip for professional purposes.

Printed Name: _____

Signature: _____

Date: _____

Test the Waters Adventure Sports' Policies

Reservations, Deposits, Full Payment, Cancellations & Refunds: A 50% non-refundable deposit of full rental price is required to reserve a boat on any trip. Final payment is expected at time boat is returned. A major credit card must be given as return security. If rental is not returned, full replacement cost, minus prior-paid rental fee, will be charged to client's credit card. Refunds are given for early returns. Client will be charged full daily rental cost, plus \$25 per day for late returns. We accept personal checks, credit cards, and cash.

Renter Cancellation: Refund of deposit will be given as store credit upon notice of cancellation prior to 30 days before trip departure stated on this agreement. Deposits will be retained if cancellation is 30 days or less before departure date stated on this agreement.

Traveler's Insurance: Rental prices do not cover medical costs and costs of evacuating sick or injured persons and hospitalization costs. Participants are advised to protect themselves with short-term Travelers' and equipment insurance. See your insurance agent for these insurance policies.

Physical Fitness: Participants should be in good physical health. A recent medical examination and discussion with your doctor about the specific activity you are planning is recommended.

Boat & Gear Return Policy: Boats & gear must be returned clean and in the same condition as when they left Test the Waters, minus normal wear and tear. Any gear brought back dirty will be charged a \$50 cleaning fee to the credit card on file. If any gear is lost or damaged beyond use renter will be charged full replacement cost for those articles.

I have read and understand the above policies.

Printed Name: _____

Signature: _____

Date: _____