

Two Dam Kayak Rentals, LLC



3253 State Route 981
Saltsburg, PA 15681

Please print LEGIBLY Activity Application Form

ALL PARTICIPANTS MUST COMPLETE A WAIVER & RENTAL AGREEMENT

Name _____ Date _____

Street _____

City _____ State _____ Zip _____

Phone _____ Age _____

Email _____ Mailing list ? ☐ Y ☐ N

Important: By registering for this activity, you agree that you are in good health with no physical limitations for the activity and that you will obey all rules and safely operate the equipment.

Read the Following Carefully This document affects your legal rights. You must read and thoroughly understand it before you sign it. I, the above named, take full responsibility for the equipment rented, and agree to pay the full repair cost or replacement value of 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. This expressly excludes use in whitewater. **STATEMENT OF RISKS:** There are significant elements of risk in any adventure, sport or activity associated with watersports, the outdoors, the presence or use 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.

I agree to the following items (each item must be initialed):

_____ I, and all persons with me, will wear U.S. Coast Guard approved flotation vest at all times while operating the kayak.

_____ I will pay a late fee or overtime charge if the rental equipment is not returned on time.

_____ I will safely operate the rental equipment.

_____ I will pay full reimbursement costs for any damages to any of the rental equipment from any cause.

_____ I agree that any charges of any nature, including but not limited to, reimbursement for damages, late or overcharge fees, towing fees, retrieval costs, rental fees or any other charges may be deducted from any deposit or open credit card security

RELEASE OF LIABILITY, WAIVER OR CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the use of any of the facilities and equipment, I hereby agree as follows:

1. I waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton or willful misconduct that I may have in the future against Two Dam Kayak Rentals, LLC or any of its agents, servants, employees, or individuals associated with Two Dam Kayak Rentals, LLC.
2. I release Two Dam Kayak Rentals, LLC and any of its agents, servants, employees or individuals associated with it,

from liability and all responsibility for any and all claims or causes of action which I or my estate, heirs, personal representatives or assigns may have for personal injury, property damage, or wrongful death arising from the above Activity, whether caused by active or passive negligence, and I agree to hold them harmless and indemnify them with regard to any injury or loss which may occur as a result of engaging in the Activity.

3. I am not relying upon any representations or statements made by Two Dam Kayak Rentals, LLC, or any of its agents, servants, employees or other individuals associated with Two Dam Kayak Rentals, LLC, other than what is set forth in this Agreement, and I represent that I have determined to engage in the Activity based upon my own knowledge and desires.
4. I have made my own assessment of risks associated with the Activity and determined to engage in the Activity, and I assume all risks associated with the Activity, including changing water, and currents, inclement weather, other watercraft, collision, capsizing, sinking or other hazard, rocks, shoals, rapids, river or lake bottoms, my own sense of balance, physical condition, ability to operate equipment and to swim, presence of both land and marine insects, flora and fauna, potential equipment failure or operator error, fatigue, chill, reaction time, and any other potential hazards, known or unknown.
5. I am of legal age, and I am competent to sign this Agreement. If I am a minor, my parent or guardian shall sign on my behalf and my parent or guardian is in complete understanding and concurrence with this Agreement.

I have read the above declarations, I understand them, and I agree to be bound by them.

Signature of Adult Participant

Name of Adult Participant (Please Print) Date

Signature of Parent or Legal Guardian on behalf
Of Minor, releasing all claims that both may have

Name of Parent/Legal Guardian (Please Print) Date

Name of Minor (Please Print)

FOR OFFICE USE ONLY

Equipment type(s)

of PDF's Provided

Date/time out

Date/time in

Amount Paid

Amount Deposit or Security Provided

Clerk Checking Out

Clerk Checking In