

Equipment Usage Agreement, Waiver and Release of Liability Kayaks, Canoes and Paddle Boards and Related Watersports Equipment

Boat and equipment usage between Cole Ranch, Waterford, California, located on the Tuolumne River, herein called "Lessor", and the undersigned, herein called "Lessee". This agreement also constitutes a Waiver and Release of Liability, whereby the Lessee agrees to release, discharge and hold harmless, defend and indemnify Lessor and its owners, agents, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Lessee's use of Kayaking, Canoeing or Paddleboarding equipment, premises or facilities or Lessee's participation in canoeing, kayaking or paddle sport activities. By signing this document, Lessee acknowledges he/she specifically understands he/she is releasing, discharging and waiving any claims or actions that may arise at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners or employees of Lessor. Please initial each item and sign below to acknowledge acceptance of this agreement.

 / Lessee shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from Lessor. Lessee is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from Lessor.

 / Lessee represents that he/she is capable of safely operating and handling the equipment and finds it in good working order, condition and repair. Lessee represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.

 / Lessee shall bear all risk and responsibilities of and for any and all damage, loss or theft of the rental boats and/or equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor the full cost of repair or replacement.

 / Lessee shall return all boats and equipment to their proper place and in the condition in which it was received.

 / **RECOGNITION OF RISK:** Lessee expressly acknowledges that kayaking, canoeing and Paddleboarding are activities with inherent risks of injury to persons and property. LESSEE IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. Lessee acknowledges that PFD's (Lifejackets) are made available and that ALL LESSEES ARE REQUIRED TO WEAR PFD's/ LIFEJACKETS WHILE USING RENTAL

 / Lessee understands that due to the swiftness and unpredictability of the river, it is highly recommended that all water activities only take place along the shoreline or up-river (East) from Cole Ranch Campgrounds.

BOATS AND EQUIPMENT. Lessee understands that use of PFD's does not remove all risks of injury; nor does PFD use make Kayaking, Canoeing or Paddleboarding safe activities. Lessee alone has determined the sufficiency of any safety gear or other precautions that Lessee decides to take to minimize the risks of the activity. No party related to Lessor, including owners or employees, has made any representations regarding the safety of, or the risks of the activity. LESSEE EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.

___/___ RELEASE OF LIABILITY: Lessee hereby RELEASES Lessor (Cole Ranch), its owners, agents and its employees from liability for negligence and HOLDS HARMLESS THE LESSOR, its owners, agents and its employees from any loss, expense or cost, including attorney fees, arising out of any damage or injuries, whether to persons or property, occurring as a result of the use of said boat and/or equipment.

___/___ This agreement constitutes the entire agreement between Lessor and Lessee and term may be waived or modified or implied, by Lessor or Lessee, except as contained herein, and Lessor shall not be liable for any loss or injury to Lessee nor to anyone else, of any kind however caused. This agreement is one of bailment only and Lessee is not Lessor's agent while using said boat(s) or equipment. The laws of the State of California shall govern this agreement.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I have read and understand the above. I agree to the terms and conditions as stated and I am at least 18 years old.

Signature: _____ Date: _____

Print Name: _____

Driver's License Number and State: _____

Phone: _____

Emergency Phone: _____

E-mail: _____

Date of Rental: _____

**** Under 18 ****

Child's Name: _____

Child's Name: _____

Child's Name: _____

Child's Name: _____

Parent/Guardian Signature: _____

Parent/Guardian Printed Name: _____

Date of Rental: _____