

**FOX RIVER PADDLE SPORTS (SHERRIKAYAKS, LLC)  
KAYAK, CANOE, STAND UP PADDLEBOARD RENTAL AGREEMENT**

I am renting the following paddle craft and equipment from SHERRIKAYAKS, LLC dba FOX RIVER PADDLE SPORTS, subject to the terms of this Rental Agreement:

- \_\_\_\_\_ Kayak(s), or tandem Kayak(s), \_\_\_\_\_ life jacket(s), \_\_\_\_\_paddle(s)    Paddle upgrade.
- \_\_\_\_\_ Canoe(s), \_\_\_\_\_ life jacket(s), \_\_\_\_\_paddle(s)
- \_\_\_\_\_ Standup Paddleboard(s)/SUP, \_\_\_\_\_ life jacket(s) \_\_\_\_\_paddle(s)    Paddle upgrade

**Rental Period.** The craft and equipment are rented for the period of \_\_\_\_\_ hours, commencing today at \_\_\_\_\_ AM/PM and ending at \_\_\_\_\_ AM/PM. If the craft and equipment are returned late, renter shall be charged for another full rental period.

**Rental Fee.** The fee for rental of the craft and equipment for the rental period is \$ \_\_\_\_\_.

**The Craft.** Renter represents that he/she has examined the Craft and finds it to be in good and acceptable operating condition and suitable for Renter's use.

**Rules and Regulations.** Renter represents that he/she is capable of safely operating and handling the Craft and equipment and that he/she has adequate skills, knowledge and experience to safely use the Craft and equipment. Renter acknowledges that he/she has read and understands SherriKayaks rules and regulations. Renter agrees to follow all rules and regulations and assumes the responsibility to see that his/her family or guests will obey the rules and regulations and any obligations arising from this Agreement.

**Care and Operation.** Renter agrees to keep the craft and equipment under his/her possession and control and to operate the craft in a careful and proper manner, to use the craft and equipment for their designated purposes only, and to comply with all laws, regulations and rules. Renter accepts full responsibility for the safety and welfare of other boaters and persons. Renter will not use the craft for any unlawful purpose, will not operate the craft in a careless or negligent manner, and will not permit the use of the craft by any person other than renter without written approval of SherriKayaks, LLC.

**No Alcohol or Drugs.** Renter agrees not to use alcohol or illegal drugs while operating the craft or at any time during the rental period.

**Damage or Loss.** Renter agrees to accept responsibility for all damage, loss or theft of the craft or equipment. Renter agrees to pay the cost of repairs or replacement. Renter agrees to pay a retrieval fee if SherriKayaks, LLC is required to retrieve any craft or equipment.

**Waiver of Liability, Assumption of Risk and Indemnification.** Renter has read and agrees to the terms set forth in the section of this Agreement entitled Waiver of Liability, Assumption of Risk and Indemnification.

Date: \_\_\_\_\_

Signature of Renter: \_\_\_\_\_

Name and address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_

SHERRIKAYAKS, LLC., dba Fox River Paddle Sports, by \_\_\_\_\_

**WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION**

In this document, **SherriKayaks**, means **SherriKayaks, LLC**, a Wisconsin limited liability company, its members, employees, and agents, doing business as **FOX RIVER PADDLE SPORTS**.

I understand that there are risks associated with my participation in paddle sports, which involves canoeing, kayaking or stand-up paddleboarding, and takes place on water. These risks cannot be eliminated without destroying the unique character of the activity. These risks include the possibility of serious and permanent bodily injury and death. SherriKayaks wants me to understand that the risks include my capsizing and drowning or injuring myself on a submerged object or another boat, joint dislocations, cold and heat related injuries and illnesses including rapid and serious loss of body temperature (called hypothermia), heat exhaustion, heat cramps, heat stroke, dehydration and sunburn. Canoes, kayaks and stand-up paddleboards (SUPs) can be unstable, and the risk of capsize is greatly increased for the beginner. If I am improperly dressed for immersion in cold water, I could become hypothermic. I could slip and fall getting in or out of a boat or SUP, collide with another boat, or lose my sense of balance, coordination or ability to swim. There may be adverse weather, including lightning, contact with hazardous terrestrial and marine plants and animals, and unavailability of timely first-aid or emergency treatment. I realize that this list does not include all of the possible risks associated with the above activity. I understand that SherriKayaks cannot control or influence my conduct or eliminate the risks associated with the activity.

I understand and agree that it is my responsibility to heed all rules and regulations, to maintain control of my person and equipment, to refrain from acting outside the limits of my ability, and to refrain from acting in a manner that may cause injury or harm to myself or others. At any time that I believe that conditions are unsafe, I will immediately discontinue participation.

I have adequate insurance to cover any injury or damage I may incur or cause, and I agree to bear the costs of all injury or damage. I have no medical or physical condition that could interfere with my safety, and I am willing to assume the costs of all risks that may be caused by my medical or physical condition.

**ASSUMPTION OF RISK. I ACCEPT AND ASSUME ALL OF THE RISKS INHERENT IN THIS ACTIVITY. MY PARTICIPATION IN BOATING ACTIVITIES IS VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS. I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR EXPENSE I MAY SUSTAIN OR INCUR, INCLUDING DAMAGE TO MY PROPERTY, AND MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN BOATING ACTIVITIES. I HAVE NO EXPECTATION THAT SHERRIKAYAKS WILL PROTECT MY SAFETY.**

**WAIVER OF LIABILITY. I HEREBY WAIVE ALL CLAIMS OF ANY NATURE I MAY HAVE AGAINST SHERRIKAYAKS FOR ANY LOSS, DAMAGE OR EXPENSE I SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN BOATING ACTIVITY, OR MY USE OF SHERRIKAYAKS' EQUIPMENT. I AM NOT WAIVING CLAIMS FOR INTENTIONAL OR RECKLESS CONDUCT OF SHERRIKAYAKS, BUT I AM WAIVING CLAIMS DUE TO THE NEGLIGENCE OF SHERRIKAYAKS. BY SIGNING THE RENTAL AGREEMENT, I AGREE THAT IT MAY BE DETERMINED IN A COURT OF LAW THAT I HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST SHERIKAYAKS AS A RESULT OF MY RELEASE OF ANY CLAIM FOR NEGLIGENCE.**

**INDEMNIFICATION. I HEREBY INDEMNIFY AND AGREE TO HOLD HARMLESS SHERRIKAYAKS FROM ANY LOSS, DAMAGE, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, FOR ANY CLAIMS MADE AGAINST SHERRIKAYAKS BY ANY THIRD PARTY FOR MY PERSONAL INJURY OR DEATH OR FOR CLAIMS MADE AGAINST SHERRIKAYAKS BY ANY THIRD PARTY, INCLUDING MY GUESTS, FOR DAMAGE TO PROPERTY OR INJURY TO A THIRD PARTY AS A RESULT OF MY PARTICIPATION, OR MY GUESTS' PARTICIPATION, IN THE ACTIVITY.**

Signature of Participant \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

In consideration of my child or ward being permitted to participate in the activity, I agree to indemnify and hold harmless SherriKayaks from any claims alleging negligence which are brought by or on behalf of said minor, or are in any way connected with such participation by said minor.

Parent or Guardian \_\_\_\_\_ Date: \_\_\_\_\_