
Starting Time/location _____ Pick-up time _____ Pick up location _____
 Date _____ emp. _____ Amount Paid Rental _____ Taxable _____ Food _____
 C.C. _____ Cash _____

Equipment Issued

Canoes _____ Kayaks _____ SUPs _____ Paddles _____ Preservers _____

Rental Contract and Waiver of Liability
Buckley's Mountainside Canoes

It is hereby agreed upon between the undersigned (hereafter mentioned as renters) and Buckley's Mountainside Canoes, that Buckley's Mountainside Canoes is not responsible for any loss or injury to self, personal property or other personal effects from the latent defects of the vessel or act of God, or perils of the sea or rivers, fire or negligence of any type including but not limited to, navigation or other inherent dangers involved in the operation of said canoe, or during motor vehicle transport.

Additionally, renters and all members of renter's party assume all liability and waive all rights and claims against Buckley's Mountainside Canoes if they are under the influence of intoxicating liquors and drugs.

Renters will exercise precaution in keeping rented equipment in good condition. The undersigned renters assumes all responsibility for the canoe and/or kayak and/or SUP (watercraft)s while in his/her possession and promises to return said watercraft(s) to Buckley's Mountainside Canoes in as good of condition as it was at the time of the rental. Natural wear and tear is expected. Renters shall be liable for any loss, theft, damage or destruction of the rental watercraft and all equipment.

The undersigned has read and agrees to the following:

Laws of the River

1. No disorderly actions (MCL 750.167)
2. No littering (MCL 324.8902)
3. No possession of alcohol by minors (MCL 436.1703)
4. No trespassing (MCL 324.73102)
5. No possession of controlled substances (MCL 333.7403)

Rules of the River

1. Possession of state id required
2. No Glass
3. No styrofoam
4. No swearing
5. No plastic cups

*Refrain from littering
 Respect private property
 Have fun!!!!*

Name of group _____

Renters 18 and over

Print	Sign	Print	Sign
1. _____	_____	9. _____	_____
2. _____	_____	10. _____	_____
3. _____	_____	11. _____	_____
4. _____	_____	12. _____	_____
5. _____	_____	13. _____	_____
6. _____	_____	14. _____	_____
7. _____	_____	15. _____	_____
8. _____	_____	16. _____	_____

See attached if necessary

Rental Contract and Waiver of Liability
Old Dog Paddlesports, LLC Buckley's Mountainside Canoes DBA

Release, Indemnification and Hold Harmless Agreement

In consideration of participating in the sport of paddling, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Buckley's Mountainside Canoes and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate and also agree as follows:

1. I acknowledge that the sport of paddling involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and or property damage. Risks include but are not limited to death as a result of drowning or brain damage caused by near drowning, broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying a watercraft; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does that apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of, -all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim or negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me if the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature responsible party

Printed name

Address

City

State

Zip

Telephone (preferably cell phone with party or left in vehicle)

Date

Parent or Guardian Additional Agreement: must be completed for participants under the age of 18.

In consideration of _____
(PRINT minor's names attach sheet if necessary) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian

Date

Printed Name