



**Freeport Kayak Rentals.com**  
 Operated by Long Island Kayak Rentals, Inc.  
 info@FreeportKayakRentals.com • 1-855-WE-KAYAK  
 www.FreeportKayakRentals.com

**RENTAL CONTRACT**

**ALL FIELDS ARE REQUIRED. PLEASE PRINT NEATLY.  
 SLOPPY WRITING WILL DELAY GETTING YOU ON THE WATER!**

**FIRST NAME:**

**LAST NAME:**

**E-MAIL:**

**STREET ADDRESS:**

**CITY, STATE, ZIP:**

**CELL & HOME:**  -  -

**DATE:** \_\_\_\_\_

- \_\_\_ Frenzy            \_\_\_ Hours
- \_\_\_ Caper           \_\_\_ Hours
- \_\_\_ Scrambler      \_\_\_ Hours
- \_\_\_ Malibu2        \_\_\_ Hours
- \_\_\_ Carolina        \_\_\_ Hours
- \_\_\_ Eagle Run      \_\_\_ Hours
- \_\_\_ 10.6 SUP        \_\_\_ Hours
- \_\_\_ 11.0 SUP        \_\_\_ Hours

**SUBTOTAL:** \_\_\_\_\_

**TAX:** \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

**CASH ONLY. CREDIT CARD REQUIRED  
 FOR EQUIPMENT SECURITY DEPOSIT.**

**TIME OUT:** \_\_\_\_\_ AM/PM

**DUE IN:** \_\_\_\_\_ AM/PM

**OVERTIME RATE:  
 \$20/15min thereafter**

**WE CLOSE AT 4PM  
 SHARP!**

**RULES FOR SAFE PADDLING ON LONG ISLAND BAYS**

**1. STAY AWAY FROM BULKHEADS:**

No Fishing. No Standing. No Climbing. No Loitering.

**2. DON'T DROWN** - The inherent possible dangers of paddling kayaks and stand-up paddleboards include death.

- ALWAYS wear your life jacket and know how to swim.
- ALWAYS paddle with a buddy - never alone.
- NEVER stand up in, jump on, or dive from a kayak!

**3. DON'T GET RUN OVER BY A JET SKI OR BOAT**

- Paddle close to shore - get out of the channel QUICKLY
- If you are in danger, wave your paddle and blow your whistle

**4. KAYAK SAFELY**

- You are renting a kayak or stand-up paddleboard at your own risk.
- NO ALCOHOL. No pets. No one under the age of 7. No littering.
- Bring your own sunscreen, bug repellent and drinking water

- Stay with your kayak or board, paddle and life jacket at all times.
- Beware of tides, waves and boat wakes.
- At first sign of lightning or thunder, return to park immediately.
- In case of emergency dial 911.
- ALL RESCUE/MEDICAL COSTS ARE RENTER'S RESPONSIBILITY.
- Renter is responsible for all damaged and/or lost equipment and will be charged replacement costs.
- Overtime charge is \$20 for each 15 minutes after "DUE IN" time.
- All sales are final. No refunds for any reason.

**5. HAVE FUN**

- You ARE going to get wet...have fun!
- FKR is NOT responsible for loss or damage of personal property.
- SWIMMING / WADING is NOT PERMITTED.
- Wear shoes and be wary of fish hooks, broken glass, deck nails.
- Watch your time. Watch the weather. Watch the wind.
- And remember, don't paddle too far out...you must paddle back!

**YOU MUST READ AND SIGN THE FREEPORT KAYAK RENTALS LIABILITY WAIVER.**

**I have read and understand the Liability Waiver and agree to follow these rules:**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Freeport Kayak Rentals.com, operated by Long Island Kayak Rentals, Inc.  
1-855-WE-KAYAK • 1-516-637-8498**

**RELEASE OF LIABILITY / HOLD HARMLESS**

**In consideration of the use of the property, facilities, and/or services of Long Island Kayak Rentals, Inc. (LIK R), the undersigned acknowledges and agrees as follows:**

**WARNING:** There are significant elements of risk in any adventure sport or activity associated with the use or presence of kayaks, stand-up paddleboards and related equipment. These risks are inherent to the sport and may be present even if the equipment is used properly in still water.

**RISK FACTORS:** The undersigned understands and acknowledges that LIK R Activities involve risks such as, but not limited to, the following: (i) changing tides, water flow, conditions or currents; (ii) collision with other participants, any portion of the craft, other water craft including jet skis and motor boats, manmade or natural objects including overhanging, submerged and/or semi-submerged trees, branches, rocks, marine debris including fish hooks, broken glass, deck lumber and nails; (iii) heat related injuries and illness including hyperthermia, heat exhaustion, sun stroke, and dehydration; (iv) inclement weather, variances and extremes of wind, weather and temperature; (v) sense of balance, physical coordination, ability to swim, and/or the ability to follow directions; (vi) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (vii) getting in and out of the craft; (viii) the presence of insects and wild animals including marine life and birds; (ix) unavailability of emergency aid services and emergency medical care. The undersigned acknowledges that LIK R Activities, as well as other foreseeable or unforeseeable factors or circumstances, may result in a RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.

**ASSUMPTION OF RISK:** By executing this Release of Liability / Hold Harmless, the undersigned expressly assumes all risk that arises from participation in LIK R Activities, the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors and circumstances related to LIK R Activities.

**ACKNOWLEDGEMENT OF RULES POLICIES AND PROCEDURES:** The undersigned acknowledges that he or she has read and understood all of the rules, policies and procedures relating to LIK R Activities and understands that the safe and proper use of the facilities, equipment and participation in LIK R Activities is dependent upon carefully following such rules, policies and procedures. The undersigned agrees to wear a properly fitted and fastened U.S. Coastguard approved floatation device (lifejacket) while aboard a water craft or on in the water. The undersigned understands that paddling should only be undertaken after proper instruction and training and that LIK R is not providing such training in connection with the rental of equipment. The undersigned assumes full responsibility for deciding where, when and with whom to paddle. The undersigned acknowledges and agrees that the rental agreement provided by LIK R is for the sole and exclusive use of the undersigned and may not be used by any other person.

**PHYSICAL CONDITIONS AND SKILLS:** The undersigned represents that he or she has the requisite skills, physical abilities and mental abilities necessary for proper and safe use of LIK R equipment, facilities and services and to participate in LIK R Activities. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training are necessary to properly use the equipment or facilities, or to participate in the LIK R Activities, then they shall direct such questions to the appropriate staff member on site.

**RELEASE:** The undersigned hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of action against LIK R, the Incorporated Village of Freeport, the New York State Department of Environmental Conservation, and its officers, board members, trustees, employees and agents, and agrees not to sue them on account of or in conjunction with any claims, causes of action, injuries, damages, cost of expenses arising out of LIK R Activities, including those based on death, bodily injury or property damage, whether or not caused by participation in LIK R Activities or the negligence of LIK R, provided, however, the foregoing release shall not apply to claims solely based on the gross negligence or willful misconduct of LIK R. PHOTO RELEASE: I understand that any photographs taken of me during this activity can be used wholly or in part in any publication (commercial or otherwise), portfolio or public display. I acknowledge by signing this form, I give up all claim of ownership to the photos and assign copyright to LIK R. No payment will be due.

**WAIVER:** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**INDEMNITY:** The undersigned agrees to indemnify and defend LIK R, the Incorporated Village of Freeport, the New York State Department of Environmental Conservation, and its officers, board members, trustees, employees and agents (each, an "Indemnitee") and hold them harmless from any and all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned participation in LIK R Activities which include but are not limited to damages to or destruction of any property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligence act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of LIK R.

**PROPERTY DAMAGE:** The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, willfully, or otherwise.

**REPRESENTATIVES:** The undersigned has executed this Release of Liability / Hold Harmless for himself or herself, and his or her heirs, assigns and legal representatives.

**EMERGENCY TREATMENT CONSENT:** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

**INSURANCE:** The undersigned understands that LIK R does not carry participant insurance. The undersigned acknowledges that they either have appropriate insurance or, in its absence, agrees to pay ALL COSTS OF RESCUE AND/OR MEDICAL SERVICES as may be incurred on their behalf.

**ACKNOWLEDGEMENT:** The undersigned has read and understand this Release of Liability / Hold Harmless and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.

**DATE:** \_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY, STATE, ZIP:** \_\_\_\_\_  
**CELL PHONE:** \_\_\_\_\_  
**E-MAIL:** \_\_\_\_\_

<p><b>CONSENT AND RELEASE ON BEHALF OF MINOR MUST BE COMPLETED FOR ALL PARTICIPANTS UNDER 18 YEARS OLD</b></p> <p>I am the parent and/or legal guardian of the above named minor. I have read and understand the Release of Liability involves surrendering valuable rights of the minor and myself. I agree to be bound by all terms of the Release of Liability.</p> <p>SIGNATURE OF PARENT/LEGAL GUARDIAN: _____</p> <p>PRINT NAME OF MINOR: _____ AGE: _____</p>
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