

# TITANIC CANOE RENTAL

**DATE:**

<b>Name:</b>	<b>Cell #:</b>	
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Make/Model/Color</b>	<b>Plate#</b>	

**Total number of vehicles in your group?**

**Email Optional:**

\*\* I agree to be held responsible for any damages to any and all of TITANIC Canoe and Kayak Rental equipment in this contract resulting from negligence from this group. Titanic is not responsible for personal items/equipment. Personal inflatable items must be deflated and carried on to the bus.

**Customer Signature: X**

**CUSTOMER MUST SIGN BACK OF FORM** Over

**TITANIC to complete bottom of sheet**

		Starting Place	Start Time	Take Out Place	End Time		
<b>Trip Information</b>							
Rental items	Canoe	Single Kayak	Tandem Kayak	Tubes	Cooler Tubes	Paddle Boards	<b>Total</b>
# of items							
Price per	\$50	\$40	\$60	\$25	\$25	\$80	
Cost							
<b>Car Parking pass? CASH only</b> <small>Parking pass for 5,7,10,12,14? \$5 cash</small>			<b>Car Spotting location?</b> <small>(4,5,7 = \$20), (10,12 = \$25), (14, 20 = \$50)</small>				<b>Total</b>
<b>Using Titanic's Launch</b>			<b>#People/Need a Ride on bus or parking at Titanic?</b> <small>(\$5 per person)</small>				<b>Total</b>
<b>Merchandise</b>			<b>Type/Qty/Size</b>				<b>Total</b>
<b>Camping Site</b> <small>(2 thru 7 and 9 thru 14 = \$25 up to 4 pp) (1 and 15 = \$50 up to 10 pp) (8 = \$100 up to 20 pp)</small>			<b># of Nights</b>	<b># People</b>	<b># Site</b>	<b>Total</b>	
<b>Total Due</b>				Cash	Card	<b>Grand Total</b>	

# RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in this sport of canoeing, kayaking, tubing, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, Titanic Canoe and Kayak Rental and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting 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 canoeing, kayaking, tubing, and paddle boarding involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and 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 canoe; 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<sup>2</sup> of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risk. 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 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 not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and cost 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 –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<sup>5</sup> that the substantive law of that state shall apply.
6. I agree that any portion of the agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree to be responsible for loss and/or all damages to the canoe, kayak, tubes, not including damage due to normal wear, and for the loss and/or damage to all accessories.

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 for negligence. I have read and understood this document and I agree to be bound by its terms.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT** (Must be completed for participants under the age of 18)  
In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any 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 \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
(If notarization is necessary please sign and stamp this side of form.)