

Date: ___/___/___



Buffalo Bayou Park Water Craft Rental Form

BayouCityAdventures.org (713) 538- 7433

Please Read Both Sides of this Form Carefully

| | | | | |
|--|-------------|---------------|---|-------|
| STAFF USE ONLY USE ONE FORM PER RENTAL | Picked Up | ___:___ AM PM | Rental Processed By | _____ |
| | Expect Back | ___:___ AM PM | Paddle craft types and number rented of | |
| | Returned | ___:___ AM PM | each: | _____ |

Name _____ Photo ID and/or credit card saved? Telephone _____

Street _____ City _____ State ___ ZIP _____

All rentals musted be returned BEFORE closing!

INITIAL

I agree to keep the boat in the designated paddling area. (**Stay in Buffalo Bayou Park**) _____

I understand that the value of the equipment I am taking is approximately **\$1200.00** per boat _____

I understand that if for any reason, I bring my rental back early I will not receive a refund for any and all unused time. _____

I understand the maximum weight limits are: Kayaks: 400 pounds, Canoes: 600 pounds _____

I agree to the pentalties if I go over the rental time I paid for at the below rates: _____

| | | |
|---------------|---------|-------------------------------------|
| | Hourly: | Extra Time: |
| Single Kayak: | \$30 | \$7.50 per 15 minute blocks |
| Tandem Kayak: | \$40 | \$10.00 per 15 minute blocks |
| Canoe: | \$65 | \$16.25 per 15 minute blocks |

Read the Following Carefully

This document affects your legal rights. You must read and thoroughly understand it before you sign it.

I, the above named, take full responsibility for the equipment rented, and agree to pay the full repair cost or replacement value of said equipment listed above if damaged or lost while in my possession. I attest that I will use this equipment in a prudent way as it was designed to be used. **This expressly excludes use in whitewater.**

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport or activity associated with watersports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "the Activity"). Although we have taken reasonable steps to provide you with appropriate equipment, **the Activity is not without risk.** Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I am riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat- or sun-related injuries or illnesses including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident.

I have read and understand the above.

SIGN HERE: _____

(please read and sign other side)

I am aware that the Activity may entail risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of my participation in the Activity.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I hereby assume full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity and/or my use of the rented equipment, regardless of whether the injury, death or property damage is caused, in whole or in part, by the negligence of Bayou City Adventures, Inc. and any or all of their owners, officers, directors, agents, employees and shareholders.

I verify that I am physically fit and sufficiently qualified, trained and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, **including any viruses**. Also including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

I agree to refrain from using alcohol or drugs prior to and during my participation in the Activity. I agree to wear a Coast-Guard-approved personal flotation device (PFD or life jacket) during the entire time that I am participating in the Activity.

RELEASE: I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, do fully and forever RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Bayou City Adventures, Inc. and all of its owners, officers, directors, agents, shareholders, and employees (“the releasees”) from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether or not caused in whole or in part by the negligence of the releasees or otherwise.

I agree that any and all disputes between myself and Bayou City Adventures, Inc. arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the State of Texas and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the State of Texas.

Fees and Fines for Violation of Terms & Conditions:

- Fees for loss or misuse of safety equipment - \$50 fee for loss or damage to life preservers. Other items lost or damaged to be charged at cost of replacement.
- A \$100 fee will be charged for operation out of approved area (refer to map) and a \$150 additional fee will be charged if we have to send a representative to assist you with a problem when you are outside of operation area.
- For damage to hull, seats, cushions, etc. you will be charged actual cost of parts plus \$95 per hour for making repairs.

- I, the undersigned, acknowledge that I have read and understood the terms of the rental and release agreement and
- voluntarily and freely agree to its terms. I agree that no oral statements, representations, or inducements, apart from the language of the above agreement, have been made. I take full responsibility for any minors under the age of 18. I agree that no persons other than the signatories below and any minor children for whom we are responsible may use the rented equipment. I will be responsible for the full replacement cost of any equipment I have rented from Bayou City Adventures, Inc. and agree to pay for damages to or replace any equipment I have rented from Bayou City Adventures, Inc. in the event of any damages other than reasonable wear and tear.

Boats are to stay IN Buffalo Bayou Park and can only be hauled/carried ONLY by BCA vehicles

Signature _____ Print Name _____ Date __ / __ / ____

Any concerns or comments, please call (713)-538-7433

Have a safe and fun ADVENTURE!