

# Rocky Point

## ASSUMPTION OF RISK AND TERMS OF RENTAL AGREEMENT

Name of Booking Lessee\* \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip\* \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone\* \_\_\_\_\_

Email Address\* \_\_\_\_\_

### Phone-In Equipment Lessees Only

Credit Card\* \_\_\_\_\_

Expiration Date\* \_\_\_\_\_ Security Code\* \_\_\_\_\_

### Rocky Point Use Only

Watercraft Type\* Single Kayak \_\_\_\_\_ Double Kayak \_\_\_\_\_ SUP \_\_\_\_\_

Date\* \_\_\_\_\_ Date of Return \_\_\_\_\_

Time Out\* \_\_\_\_\_ Time Due Back \_\_\_\_\_

Rate \$ \_\_\_\_\_ per \_\_\_\_\_ 2-Hour \_\_\_\_\_ Half-Day \_\_\_\_\_ Day \_\_\_\_\_ Week \_\_\_\_\_

### Off-Site Equipment Lessees Only

Method of Security : \_\_\_\_\_ Credit Card Deposit \_\_\_\_\_ Drivers License \_\_\_\_\_

Deposit \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ Lessee Initials \_\_\_\_\_

THIS DOCUMENT AFFECTS IMPORTANT LEGAL RIGHTS. READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE LESSOR FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY LESSOR AGAINST ANY AND ALL CLAIMS BROUGHT AGAINST LESSOR, OWNERS, AGENTS AND EMPLOYEES AGAINST CLAIMS BROUGHT AGAINST SAME REGARDING YOUR USE OF THE VESSEL.

### Lease Terms and Voluntary Assumption of Risk

I, the Lessee, have read and agree to the terms of this agreement. I am aware of potential hazards involved in waterfront access which include, but not limited to, slipping, tripping or falling while accessing rental equipment via companionways, docks, facilities and grounds whether or not occasioned by Lessor's negligence. Lessee is also aware of the hazards involved in watercraft and boating activities and voluntarily assumes all risks of injury that might be sustained by me and/or my passengers/guests, and acknowledges that I am assuming a voluntary risk to my person and passengers/guests in using the equipment and facilities. Lessee expressly waives any claim for personal injuries to his/her own person or third parties in connection with the use of the equipment. Lessee further warrants that he/she is responsible for the safety and conduct of passengers/guests. Lessee shall indemnify, defend, and hold harmless Lessor, its agents, and employees from any and all claims, loss, or damage Lessor may sustain or suffer arising from the use, condition, possession, transportation or storage of leased equipment including, but not limited to, claims concerning the loss of or damage to the equipment, the death of or injury to any person, or the damage to any property arising out of, or related to Lessee's use, condition, possession, or storage of said equipment. Lessee shall reimburse Lessor for all expenses, losses, liabilities, and claims of any type, including reasonable attorney's fees, imposed on or incurred by Lessor because of Lessee's use or operation of leased equipment or because of the failure of Lessee to perform any of the Lease's terms. Lessee agrees to carefully examine each rental item and accepts that they are in good order and repair. Lessee, at his or her expense, shall be responsible for any loss or repairs for damage to leased equipment caused during the lease term.

I/we will return the watercraft clean and free of sand, tar, etc. or agree to pay a \$10.00 clean-up fee. I/we also acknowledge the agreed time of return for the equipment, and agree to pay \$12.50 per hour (or portion thereof) for late return.

### Rental Watercraft Operating and Safety Rules

1. You may not voluntarily exit your watercraft except at the rental site. You are not allowed to access surf, docks, rocks, piers or beaches. Please stay well away from surf-line, ocean-side of breakwaters and piers.
2. There is no swimming allowed in the harbor at any time.
3. Paddle boards must be operated kneeling or standing while in the harbor. Prone paddling is potentially unsafe, and is unlawful by City statute.
4. Do not operate watercraft in close proximity to surf, piers or defined harbor's main channels as hazardous conditions exist.
5. Stay clear and yield way to motorized and sailing vessels.
6. Use caution when entering/exiting watercraft launching area, harbor entrance and when crossing main harbor channels.
7. Sea lions are wild animals. Please respect their space.

### Acknowledgement

I/we have read and agree to the Lease Terms and Voluntary Assumption of Risk and shall abide by the Rental Watercraft Operating and Safety Rules regarding the leased watercraft. I also warrant that I am over 18 years of age and that the names and other information provided on this lease is correct. This agreement shall remain in effect until an execution of a written agreement of termination is agreed to, and signed by both Lessee and Lessor.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Legal Guardian Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

