

DATE _____

TIME OUT _____

TIME RETURN _____

Wayland Recreation Department

BOAT RENTAL FORM

NAME _____ ADDRESS _____

CITY _____ DRIVERS LICENSE # _____ DATE OF BIRTH: _____

PHONE NUMBER: _____

Participant #2 _____ D.O.B. _/ _/ _

Participant #3 _____ D.O.B. _/ _/ _

Participant #4 _____ D.O.B. _/ _/ _

Participant #5 _____ D.O.B. _/ _/ _

| <u>TYPE OF EQUIPMENT</u> | | <u># OF HOURS</u> | <u>\$20 HOURLY RATE</u> | <u>TOTAL FEE</u> |
|--------------------------|------------|-------------------|-------------------------|------------------|
| Sunfish | boat _____ | _____ | \$ _____ | \$ _____ |
| Single Kayak | boat _____ | _____ | \$ _____ | \$ _____ |
| Double Kayak | boat _____ | _____ | \$ _____ | \$ _____ |
| Canoe | boat _____ | _____ | \$ _____ | \$ _____ |
| SUP | boat _____ | _____ | \$ _____ | \$ _____ |
| Pedal Boat (Lime) | boat _____ | _____ | \$ _____ | \$ _____ |
| Pedal Boat (Lemon) | boat _____ | _____ | \$ _____ | \$ _____ |

RENTAL FEE: ALL BOATS \$20 PER HOUR

PAID: CASH _____ CHECK# _____ CHARGE _____

VISA/MC # _____ - _____ - _____ CVC _____

NAME: _____ EXP. DATE: _____

Release and Waiver of Liability on following side

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS - READ BEFORE SIGNING

The above named lessee agrees to lease from the Wayland Recreation Department, as lessor, the boat and equipment (the "leased property") for the hours and rental charges stated. Lessee agrees to return the leased property at the "time due back" stated above in the same condition as the leased property was in when received by lessee. Lessee has inspected the leased property and acknowledges that it is in merchantable condition and undamaged.

The lessee agrees to use the leased property only for lessee's own recreational use and to comply with all federal, state and municipal laws and regulations applicable to the use of the leased property. Lessee agrees to operate the leased property in a careful and prudent manner. The title to the leased property shall at all times remain in the lessor and the lessee agrees and acknowledges that the lessor may repossess the leased property without interference from the lessee at any time for breach of this leased agreement.

Failure to return the leased property at the "time due back" stated above shall also result in lessee's being charged at one and one-half times the normal hourly rate for any such additional period of use.

The lessee agrees to unconditionally assume full responsibility for the leased property for any and all damages to, or for the loss or destruction of the leased property which occurs prior to the time it is returned to the lessor.

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport, or activity associated with watersports, the outdoors, and the presence or use of motorized watercraft. Although we have taken reasonable steps to provide you with appropriate equipment, the Activity is not without risk. 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. Lessee acknowledges that the use of the leased property may involve some risk of personal injury and property damage to lessee and others. Lessee hereby assumes all such risk and releases the lessor, its employees, agents and contractors and the Town of Wayland from any and all claims and legal actions for any personal injury or property damage which results to lessee from the use of the leased property. Lessee further agrees to indemnify and hold harmless the lessor, its employees, agents and contractors and the Town of Wayland against all claims and legal actions for any personal injury to any other person's property that results from the use of the leased property.

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.

FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (under age 18): This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named above, do consent and agree to his/her release, as provided above, of the releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, do release and agree to indemnify and hold harmless the releasees from any and all liability as a result of or arising out of my minor child's participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

Date: _____

Lessee's Signature: _____

Staff Person Signing Out: _____

Staff Person Signing In: _____