

# TenTuk Outfitters Renter's RISK ACKNOWLEDGEMENT

In consideration of the services of TENTUK OUTFITTERS, its shareholders, officers, directors, employees, agents, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "TENTUK OUTFITTERS") and the opportunity to rent or demo kayaking equipment from TENTUK OUTFITTERS, I hereby agree to release and discharge TENTUK OUTFITTERS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. TENTUK OUTFITTERS has made no representations concerning my ability to safely use the rented equipment, and TENTUK OUTFITTERS has made no representations or recommendations concerning the appropriateness of my proposed trip or float plan. I understand that I am solely and fully responsible for the selection of my proposed trip and float plan, including its appropriateness for my level of kayaking skills and experience.
2. I confirm that I and all members of my rental party can swim and are capable of swimming.
3. I agree to wear protective footwear.
4. I agree to use a personal flotation device at all times.
5. I confirm that I am in reasonably good health, capable of engaging in activities pertaining to the use of the Equipment without causing any injury to myself or others and without damaging the Equipment.
6. I agree to make to TenTuk timely payment of the Equipment Rental Fee ; refrain from knowingly, willfully, or intentionally damaging the Equipment; take reasonable care to prevent any damage to the Equipment; refrain from engaging in horseplay or other reckless behavior in or near the Equipment; refrain from using the Equipment while under the influence of any intoxicating substance
7. I agree to make every reasonable effort to timely return the Equipment to the Pick-up Location, taking into account that returning the Equipment within 15 minutes of the Pick- up Time specified herein will entitle Renter to their presumption that their effort to timely return the Equipment to the Pick-up Location was reasonable.
8. I will call TenTuk immediately upon the occurrence of any problem involving the Equipment Renter may experience while the Equipment is in their possession. **The emergency number is 630.291.4416.**
9. I have carefully inspected the rented equipment being provided to me, and I accept that equipment as being clean and undamaged. I have received all requested instructions in the me of the rented equipment, and I have received satisfactory answers to any questions I may have asked regarding the use and function of the rented equipment.
10. I understand that I am solely responsible for the safety and good operating condition of the rented equipment from the time I accept it until the rented equipment is returned and accepted by TENTUK OUTFITTERS. I will permit no other individuals to use the rented equipment unless specifically authorized in writing by TENTUK OUTFITTERS.
11. I agree to bear the cost of repair or replacement, in a manner acceptable to TENTUK OUTFITTERS, of any of the rented equipment that is lost or damaged during my rental. I agree that if any equipment is lost or stolen, my credit card may be charged for 75% of the total value of equipment. (TenTuk Outfitter's Pedal/Fin drive kayaks and equipment total between \$2500 - \$4000).
12. I specifically recognize there are risks involved in transporting rented equipment to and from TENTUK OUTFITTERS'S premises. I accept any and all risks of injury and damage to the rented equipment, to property belonging to myself and to others, and to myself and others personally, which risks are related to transporting the rented equipment. These risks include, but are not limited to, the rented equipment and/or racks coming untied or otherwise loose from the vehicle while in motion. I agree that I will not tow anything with rented equipment.
13. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to rent TENTUK OUTFITTERS'S equipment and participate in kayaking activities despite the risks.
14. I agree that I WILL NOT CONSUME ALCOHOLIC BEVERAGES AND/OR ILLEGAL OR CONTROLLED SUBSTANCES BEFORE OR DURING THE USE OF TENTUK WATERCRAFT. I agree to follow the "Rules of the Road" and stay clear of all boats underway and stay to the sides of the main channel.
15. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TENTUK OUTFITTERS from any and all claims, demands or causes of action which are in any way connected with my participation in this activity, including any such claims which allege negligent acts or omissions of TENTUK OUTFITTERS.
16. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TENTUK OUTFITTERS on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document as well as the Renters Agreement, Indemnity, and Release of Liability. I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK, AND I AGREE TO BE BOUND BY ITS TERMS.

X \_\_\_\_\_ Date signed: \_\_\_\_\_

Renter Signature

#### FOR PARENTS / GUARDIANS OF PARTICIPANTS OF MINORITY (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree to his / her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. . No children under age 7 allowed on any kayaks.

X \_\_\_\_\_ Age: \_\_\_\_\_ Date signed: \_\_\_\_\_

Renter Signature

#### SECURITY DEPOSIT

I agree to present my valid credit card before delivery for a \$250 refundable security deposit for any pedal/fin drive kayak and a \$100 refundable security deposit for any recreational kayak. This will help defray costs arising damage to or loss of the equipment, adjustments in the rental period, or other costs directly or indirectly attributable to neglect, negligence, equipment misuse, or breaking of contract by the Renter. Rental costs more than the initial amount are the responsibility of the Renter and are due and payable upon demand. If the equipment is stolen while in the Renter's possession, Renter will reimburse TENTUK OUTFITTERS at 75% of the total value of equipment as determined by TENTUK OUTFITTERS.

X \_\_\_\_\_ Date signed: \_\_\_\_\_

Renter Signature

#### PHOTO RELEASE - READ BEFORE SIGNING

I, as a participant, consent and agree that all media of myself including, but not limited to, photographs, videos, and audio recordings, becomes property of TENTUK OUTFITTERS and may be used for promotional or commercial purposes without restriction.

X \_\_\_\_\_ Date signed: \_\_\_\_\_

Renter Signature

Please bring this release with you or Email to: [chrissy@tentukoutfitters.com](mailto:chrissy@tentukoutfitters.com)

\* These risks include but are not limited to the following: 1) weather conditions that may change quickly, including precipitation, wind, lightning, fog and excessive heat and sun; 2) water conditions that may change quickly, including waves, currents, tides, eddies, whirlpools and cold water temperature; 3) surf conditions along shore areas; 4) overexertion, hypothermia (being too cold) and hyperthermia (being too hot); 5) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or on land; 6) rocks or other debris falling from overhanging shore areas, falling trees or branches; 7) difficult terrain or walking conditions along the shore, including mud, slippery rocks and steep slopes, and marine life; 8) injury to a participant's finger, hand, arm, torso head due to striking parts of kayak or being struck by other objects while in the kayak; 9) entrapment or being crushed while in a kayak; 10) personal injury or property damage to (or loss of) my equipment or property owned by others (including TENTUK OUTFITTERS) due to collision with motorized (including fishing vessels and nets) or non-motorized boats (including other kayaks, paddles and equipment) and their wakes, and with natural or man-made objects in the water such as trees and rocks or reefs, docks, piers, buoys, driftwood and other debris, or due to salt water immersion; 11) muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back, including knee injuries while getting into or out of a kayak, rotator cuff or shoulder injuries incurred during bracing or similar activities, and tendinitis or other repetitive strain injuries; 12) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 13) my own physical condition and my own acts or omissions, including my level of kayaking experience and expertise; 14) exposure to polluted or contaminated water; 15) falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting kayaks; 16) my own and other's attempts to exceed kayaking skills and/or kayaking in a reckless manner; 17) my own failure or that of others to follow commonly accepted safety guidelines, including always wearing appropriate foot gear and a personal flotation device; 18) my own and others' improper use of rental equipment; 19) inadequate repair or maintenance of TENTUK OUTFITTERS'S rental equipment; 20) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by TENTUK OUTFITTERS; and 21) error or negligence on the part of TENTUK OUTFITTERS and its employees, including inadequate instruction or assistance.