

**Rental Equipment Agreement  
 Waiver and Release of Liability - Open Canoes, Sit on Kayaks, Paddleboards (SUPs),  
 Motored Boats, Floating apparatus and Related Watersports Equipment**

Boat (Kayak, SUP, Canoe, Motorboat, Water Trampoline & Iceberg, Pedalo) and Equipment Rental Agreement between Taymouth Marina, Kenmore, Perthshire PH15 2HW herein called, "Lessor," and the undersigned, herein called, "Renter." This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Taymouth Marina and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of Equipment, premises or facilities or Renter's participation in paddle sports activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that they may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of Taymouth Marina.

<p><b><i>When booking online please tick the required box to acknowledge acceptance of this agreement.</i></b></p>
<ul style="list-style-type: none"> <li>Renter shall obey local Loch Tay Boating Regulations and national laws while operating and renting equipment from Taymouth Marina Watersports. Renter is solely responsible for any citation or violation occurring during the use of equipment from Taymouth Marina Watersports.</li> </ul>
<ul style="list-style-type: none"> <li>Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.</li> </ul>
<ul style="list-style-type: none"> <li>Renter agrees to the conditions of hire and use displayed at Taymouth Marina.</li> </ul>
<ul style="list-style-type: none"> <li>Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental equipment, or any portions thereof, including, but not limited to vandalism and shall pay the Lessor the full cost of repair or replacement.</li> </ul>
<ul style="list-style-type: none"> <li>Renter shall return boats/SUPs/kayaks/canoes/pedalos and equipment in the condition in which it was received. Minimum charges for repairs, labour and cleaning will be applied in the event rental boats or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.</li> </ul>
<ul style="list-style-type: none"> <li><b>RECOGNITION OF RISK:</b> Renter expressly acknowledges that Watersports are activities with inherent risks of injury to persons and property. <b>RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.</b> Renter acknowledges that buoyancy aids are made available and that <b>ALL RENTERS ARE REQUIRED TO WEAR BUOYANCY AIDS/LIFEJACKETS WHILE USING RENTAL BOATS AND EQUIPMENT. HELMETS MUST BE WORN AT ALL TIMES, WHILST PARTICIPATING ON THE INFLATABLES.</b> Renter understands that use of a PFD &amp; Helmet does not remove all risks of injury; nor does PFD use make Watersports activities safe. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. <b>RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.</b></li> </ul>
<ul style="list-style-type: none"> <li>This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said equipment.</li> </ul>