

**WATER SPORTS EQUIPMENT
RENTAL LIABILITY RELEASE AND
INDEMNIFICATION FORM**



PLEASE READ THIS DOCUMENT. WE DO NOT WANT YOU TO USE OUR EQUIPMENT IF THERE IS ANYTHING IN THIS LIABILITY RELEASE AND INDEMNIFICATION FORM THAT YOU DO NOT UNDERSTAND OR THAT YOU DO NOT ACCEPT.

I understand and acknowledge that my experience, physical condition, and medical condition, if any, all contribute to my ability to use the Water Sports Equipment safely. Some risks are wholly beyond my control. These include hazards and conditions created by boats and/or catamarans, canoes and/or kayaks, and fishermen and their equipment. It is also my responsibility to avoid the ingress and egress zones when motorized vehicles or sailboats are present. I understand that the use of this equipment involves risks of injury, including injuries as severe as broken bones, paralysis, and death, no matter how much care I use.

Taymouth Marina can refuse to rent Water Sports Equipment to any person or to terminate use of Water Sports Equipment by any person whom they believe is either unwilling or unable to use the equipment appropriately and competently. I accept their right to take such action for the safety of myself and/or other persons. By signing below I agree, for myself and for my heirs, successors, and assigns, to forever release and discharge

I also hereby agree to indemnify, defend and hold blameless **Taymouth Marina** and its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees, successors and assigns from any and all actions, costs, suits, demands, claims, damages, losses and liabilities (including reasonable attorneys' fees) of any type or kind whatsoever arising out of, any reason or cause, injury or death, whatsoever, occurring from, connected with, originating from, or caused by my use of the Water Sports Equipment.

Rules of the Water/Floating Trampoline and Floating iceberg:	Initial
• Children UNDER 16yrs need to be accompanied by an adult.	
• Ratio: 1 adult to 4 children	
• 6 adults at one time	
• Users to please only jump one at a time	
• Although monitored by a staff member we are not responsible of injury and have a right to call people off the trampoline if users are not following the rules.	
• Users should not attempt to swim under the trampoline but to enter and exit the trampoline via the steps provided.	

I HAVE READ, UNDERSTOOD, AND HEREBY ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY HEIRS, SUCCESORS, ASSIGNS, AND FOR ALL FAMILY MEMBERS, INCLUDING ANY MINORS ACCOMPANYING ME.

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Hired Vessel: Open canoe () Sit-on Kayak (S) (D) SUP (8/9) (10/8) (XXL) Pedelo ()

Motor Boat ()

NAME (Print) : _____ DATE: _____

SIGNATURE: _____ TM Name/ Non Res _____

Phone Number: _____ EMAIL _____

Address: _____

SIGNATURE OF GUARDIAN (if under 18 years of age):

Other members of this Group accepting the terms and conditions as stated above.

Person 2 _____ Wetsuit Size _____

Person 3 _____ Wetsuit Size _____

Person 4 _____ Wetsuit Size _____

Person 5 _____ Wetsuit Size _____

Person 6 _____ Wetsuit Size _____

Person 7 _____ Wetsuit Size _____

TM Witness: _____

Time Out: _____

Time In _____

Date _____