



LIABILITY WAIVER AND RELEASE AGREEMENT

Cancellation policy - All bookings/rentals are final! Rain checks will be issued for inclement weather only, and will be issued at the sole discretion of Blue Marsh Rentals.

I recognize that the schedule drop-off and pick-up times are firm. I understand that if I am late, I will be charged a minimum fee of \$50.00. In addition I will be charged at the rate of \$50.00/hr for each additional hour beyond my rental period.

I understand and acknowledge that I am taking full and complete responsibility for the rented equipment and it's well-being. I, as the Renter am fully responsible for getting equipment back into the possession of Blue Marsh Rentals employees. I acknowledge that any equipment that is not returned directly to a representative of Blue Marsh Rentals will be considered criminal theft and will be treated as such, including but not limited to civil prosecution, criminal prosecution, and sending of accounts to collections agencies. By signing this document I give full authorization for Blue Marsh Rentals to charge the credit card that was used to facilitate my booking to collect any and all financial damages suffered by Blue Marsh Rentals. I authorize Blue Marsh Rentals to make these charges to the aforementioned credit card even if I do not feel that I am responsible for damaged/lost equipment. I authorize Blue Marsh Rentals to hold my credit card information on file for the purpose of collecting damages. I acknowledge that damaged/ missing equipment will be charged to the "Booking Credit Card" as shown in the below schedule of fees.

*******SCHEDULE OF FEES FOR LOST/ DAMAGED EQUIPMENT*******

- UP TO \$1000 PER KAYAK, AT THE SOLE DISCRETION OF BLUE MARSH RENTALS**
- UP TO \$1000 PER PADDLE BOARD, AT THE SOLE DISCRETION OF BLUE MARSH RENTALS**
- \$49.99 PER LIFE JACKET**
- \$69.99 PER PADDLE/ OAR**

In consideration of being permitted to participate in any way in the Blue Marsh Rentals program, event, activity and equipment use, intending to be legally bound, I agree as follows:

1. I acknowledge and agree that this Liability Waiver and Release Agreement applies to my participation in any activity, program, or event planned, organized, managed, conducted, supported, guided or sponsored by Blue Marsh Rentals and my use of any Blue Marsh Rentals equipment.
2. I acknowledge and understand that water based activities, including but not limited to the use of kayaks, canoes, stand up paddle boards and other vessels have inherent risks, hazards, and dangers that cannot be eliminated. The risks, hazards, and dangers include, but are not limited to: 1) Drowning; 2) Encounters with fish, wildlife, and insects; 3) Water hazards (i.e. rocks, trees, logs); 4) Other boats, rafts, canoes, kayaks; and 5) Temperature extremes. I further acknowledge and understand that the inherent risks, hazards, and dangers include the possibility of injury, paralysis, and death. I acknowledge and understand that my participation as outlined in Paragraph One (1) may require certain physical conditioning and particular skills and knowledge; and I affirm that I have the proper physical conditioning and skills and knowledge to participate safely.
3. I voluntarily, knowingly, and freely accept and assume all risks, dangers, and hazards, both known and unknown, in any way associated with my participation in water based activities, including those items listed in Paragraph One (1) and the possibility of injury, death, damage, or other loss.
4. I waive, release, indemnify, and forever discharge Blue Marsh Rentals, its members, officers, directors, employees and representatives, from any and all liability for bodily injury, death, or property damage arising in any way out of my participation in water based activities, including those items listed in Paragraph One (1). This Liability Waiver and Release Agreement shall apply whether or not the injury, death or property damage occurs on public property, the property of Blue Marsh Rentals or elsewhere.
5. The scope of this Liability Waiver and Release Agreement shall be interpreted in favor of Blue Marsh Rentals to the broadest extent possible under Pennsylvania law. I understand that this Liability Waiver and Release

Agreement will prevent me from suing Blue Marsh Rentals even if my injuries, death or property damages are caused, in whole or in part, by the negligence of Blue Marsh Rentals. This Liability Waiver and Release Agreement applies whether or not the negligence or other conduct of Blue Marsh Rentals occurred before or after the execution of this Liability Waiver and Release Agreement.

6. During the duration of my rental, I will not:

- 'Dive' into the water from the rented watercraft.
- Operate the watercraft in swimming areas.
- Operate the watercraft while intoxicated.
- Partake in racing or reckless driving of my rented watercraft.

7. I understand that every occupant, including myself will be required to wear a coast guard approved life preserver at all times while aboard the watercraft.

8. I understand that I will not be permitted to rent or use equipment owned by Blue Marsh Rentals unless I sign this Liability Waiver and Release Agreement.

9. I understand that this Liability Waiver and Release Agreement is binding on me, as well as my spouse, heirs, personal representatives and assigns.

10. I warrant to Blue Marsh Rentals that I do not have any physical limitations, medical ailments or mental impairments that would limit or prevent me from participating in water based activities and that I will adhere to all applicable laws and regulations associated with water-based activities and the use of non-motorized watercraft.

11. I have carefully read this Liability Waiver and Release Agreement. I fully understand it. I acknowledge that I had the opportunity to seek independent legal advice before signing it. I sign it freely and voluntarily.

12. This Liability Waiver and Release Agreement contains the entire agreement between the parties. It shall be construed in accordance with the laws of Pennsylvania.

This Waiver and Release Agreement was executed on: _____ **(Date)**

Participant Signature

Participant Printed Name

Address

FOR PARENT/GUARDIAN OF MINOR AGE PARTICIPANTS

Anyone under the age of 18 at the time this Liability Waiver and Release Agreement is signed is a minor. I hereby warrant that I am the parent/legal guardian for the named minor age participant. I hereby join and agree in all aspects of this Liability Waiver and Release Agreement on my own behalf, on behalf of the minor age participant, and on behalf of any spouse, heirs, personal representatives and assigns and consent and agree to the minor age participant's release as provided for in this Liability Waiver and Release Agreement. By way of further clarification, I release and forever discharge and agree to indemnify and defend Blue Marsh Rentals, its members, officers, directors, employees and representatives, from any and all liability for bodily injury, death, or property damage arising in any way out of the named minor age participant's involvement in water based activities, including any manner associated with those items listed in Paragraph One (1) or as otherwise described in this Liability Waiver and Release Agreement.

Participant Signature

Participant Printed Name

Date: _____