



300 ORLEANS ROAD
NORTH CHATHAM, MA 02650
508-348-1638

Kayak Rental Contract & Hold Harmless Agreement

Please read carefully – This document outlines your responsibility and legal rights!

Lessee Personal Information:

Name: _____

Mailing Address: _____

Local Address: _____

Phone: _____

Equipment Description: *To be used ONLY within allowable use area as detailed on P.#2*

Make/Model Kayak: _____

Paddle Life Jacket Whistle

Term of Rental: _____

Recreational Kayak Rates:

Full Day \$45.00 3-Day \$120.00 Weekly \$200.00

Fishing or Tandem Kayak Rates:

Full Day \$65.00 3-Day \$165.00 Weekly \$250.00

Full Day = 8:30am to 4pm

Any rentals exceeding times listed above will be charged late fees of \$1.00 per minute after 15min grace period

Equipment Loss: Recreational Kayak = \$1,100.00, Fishing or Tandem Kayak = \$1,500, Paddle = \$200.00, Life Jacket = \$50.00, Whistle = \$10.00 Repairs fees can vary from \$25 to full loss value based on severity. Rescue – should NCO staff have to leave premise to retrieve you or equipment it will result in \$150.00 fee.

By signing below you agree to the charges as indicated above and acknowledge receipt of equipment detailed above is complete and without any damage.

Lessee is responsible for any damages that may occur to the equipment during rental term up to full replacement value as indicated above and agrees to the \$150 rescue fee.

AMEX/VISA/MC Card #: _____

Exp Date: _____ Sec Code: _____

Name: _____ Signature: _____

In signing above, I agree to allow my credit card to be charged for the rental rate as detailed above as well as for any/all charges related to late fees, damage, rescue, or equipment loss.

Allowable Use Area: The allowable use area of the rental equipment includes all inland & coastal waters within the Town of Chatham MA up to 100 yards from any shoreline. The lessee agrees to remain with this area.

Acknowledgement of Qualification & Physical Fitness Risks: Kayaking is a physical sport and may result in injuries or death to your body or equipment. The lessee verifies they are sufficiently qualified to operate the equipment within the allowable use area. The lessee agrees to not use this equipment while under the influence of any drugs or alcohol. Fatigue, chill, dizziness & other health or environmental factors may diminish reaction time and increase risk of accidents. The lessee understands the health risks and acknowledges they are physically able to safely use the equipment.

Acknowledgement of Inherent Risks such as, but not limited to the following:

- Kayaking a physical sport that may result in injuries or death.
- The allowable use waters have risks associated with wind, waves, tidal currents, & boat traffic.
- The allowable use waters have wildlife risks associated with dangerous marine life – seals, sharks, jellyfish, birds.
- Sun exposure can cause cancer – be smart and wear sun protection and stay hydrated to avoid sunburn, sunstroke, & dehydration.
- Do NOT Kayak alone – always have a buddy or someone on shore watching you.
- Risks of collision with objects above and below the water.
- Risks from inclement weather, lightning, wind, rain, hail, temperature fluctuations, hypothermia, heat exposure
- Risks associated with equipment failure or equipment mis-use.
- FOG – Chatham is often engulfed in fog banks reducing visibility to 50’ or less – be aware of fog.

The lessee recognizes and accepts this partial list of inherent risks.

Hold Harmless Clause: The lessee **agrees to release, hold harmless and indemnify** North Chatham Outfitters, LLC and 2.0 Realty Trust, LLC, collectively (“NCO”), its parent, subsidiary, affiliated, and successor companies, real and personal property owners, its officers, members, agents and employees from and against any and all claims for any injury, property damage of any kind, or death under all circumstances including those caused by negligence, loss or cost including without limitation, attorney’s fees, arising in whole or in part, anywhere occasioned by any act or omission of the agreement, and any act or omission of any person utilizing the equipment. The lessee agrees that NCO is not liable in any facet for any injuries or death for any period during or after the terms of this agreement. If any portion of this agreement is deemed unenforceable, all other parts shall remain in full force and effect.

Emergency Contact: _____

(Name & Phone #)

Agreement Signatures:

In signing below, the lessee acknowledges they have read and understand the terms of this agreement in its entirety and voluntarily and freely agree to its terms

Date: _____

I am at least 18 year old and have read and fully understand this agreement.

Printed Name: _____ Signature: _____

I am UNDER the age of 18 and my legal guardian accepting responsibility of the terms of his agreement is _____ . As legal guardian, I have read and fully understand this agreement.

Printed Name: _____ Signature: _____

Relationship to Lessee: _____