MISSION KAYAK
KAYAKING THROUGH HISTORY

Mission Kayak Use Only			
ID:	Y	/	N
KEYS:	Y	/	N

Mission Kayak Rental Waiver

First Name	Last Name	Email Address
City, State, Zip		Phone Number

Driver's License #

	Option (Initial)							*Return*			
Boat #	1 Hr ($10)	2 Hrs ($30)	4 Hrs ($50)	Payment	Departure Time	Return Time	Overtime Charge	Boat	Paddle	PDF	Damage Charge

For and in consideration of the use, rental, or other access to equipment, facilities, or activities of Mission Kayak LLC, the undersigned Participants enter this Participation Agreement and Release.

Warnings, Understandings, and Representations:
The business of Mission Kayak LLC includes kayaking and other open water or sports activities. I understand that participation in these activities involves risk of serious injury, including bodily, mental injury, disability, paralysis, pain, suffering, or death. Dangers may include tipping or turning over of watercraft; entanglement in trees or other obstructions; exposure to heat, cold, lightning, strong currents, injurious plants, insects, animals, or other elements; sunburn; dehydration; heat stroke; muscle cramps; exhaustion; hypothermia; or accidental drowning. I understand that risks and dangers may results from the acts or omissions of myself or third parties, or of Mission Kayak LLC, its agents, employees, owners, participants, volunteers, or others acting on their behalf. With full knowledge of the risks and dangers, I represent that I am in good health and proper physical condition to participate in the activities and business of Mission Kayak, LLC. I do not have health problems or medical conditions that preclude participation. I have inspected the equipment, facility, and activities of Mission Kayak LLC, and I find that they are acceptable for the intended use or participation.

Assumption of Risk and Responsibility for Injury or Damage:
I acknowledge that open water or sports activities are inherently dangerous and that I participate at my own risk. I understand that risks and dangers cannot be eliminating without jeopardizing the essential qualities of the activity, and I voluntarily elect to participate, accepting and assuming the risks. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer. I agree to bear the costs and responsibility for any injury or damage I may cause or suffer, including payment for bodily injury, property damage, or lost or damaged equipment.

Indemnification and Release of Liability:
I FULLY AND UNCONDITIONALLY RELEASE AND DISCHARGE Mission Kayak LLC and its agents, employees, owners, administrators, directors, officers, members, instructors, participants, volunteers, contractors, sponsors, advertisers, regatta or event organizers, or others acting on their behalf of any liability, claims, demands, causes of action, injuries or damages, whether caused in whole or in part by the Released Parties, or by the negligence of the Released Parties. This Release extends to any injuries or damage that may arise from the use, rental, or other access to the equipment, facilities, or activities of Mission Kayak LLC or which may be connected to my participation in the activities, and to all claims for personal injuries or property damage sustained by me, or by my estate, parents, children, heirs, beneficiaries, personal representatives, or assigns ("the Releasing Parties"). On behalf of myself and the Releasing Parties, I AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS Mission Kayak LLC AND EACH OF THE RELEASED PARTIES for any loss, liability, damage, litigation expenses, attorney fees, or cost of any kind, which may result from any injury, damage, or other loss occasioned by use, rental, or other access to equipment, facilities, or activities of Mission Kayak LLC.

Acknowledgment of Rental Options
I acknowledge the service agreement that I have with Mission Kayak LLC. I understand that no matter which option I choose, late fees are $15 per hour. I fully understand that the shuttle service is optional. I understand that, if I agree to take the optional shuttle service, it is at my own risk.

Choice of Law
This Agreement creates a covenant not to sue, and complete release and indemnity of, Mission Kayak LLC and the Released Parties. If, despite this Agreement, suit is attempted, I agree that the exclusive forum shall be Travis County, Texas, applying Texas law. I agree that if any term of this Agreement is found to be void or unenforceable, then the remaining terms shall remain in full force and effect.

Careful Review and Understanding:
I have read and I understand the Equipment Safety Rules and Regulations. I have carefully read this Agreement in its entirety. I fully understand the Agreement, understand that I am knowingly waiving substantial rights by signing this Agreement, and sign it freely, without any inducement or assurance of any nature.

Agreed:

Signed by participant	Print Name	Age	Date

PARENT OR GUARDIAN CONSENT AND INDEMNIFICATION
(Must be executed for participants under the age of 18)

AND I, the parent and/or legal guardian of participant(s) under the age of 18, understand the nature of the activities to be engaged in by the minor(s), and, knowing the experience and capabilities of the minor(s), I represent the minors to be qualified to participate. I accept full responsibility for the safety of the minor(s). In consideration of the minor(s) being permitted by Mission Kayak LLC to participate in its activities and to use its equipment and facilities, I RELEASE, DISCHARGE, and COVENANT NOT TO SUE Mission Kayak LLC and the Released Parties from any liability, claims, demands, causes of action, losses, injuries or damages to the minor(s), and agree to INDEMNIFY AND HOLD HARMLESS Mission Kayak LLC and the Released Parties from any damages, costs, or attorney's fees for any claims by or on behalf of the minor(s), or on account of the minor(s).

Signed by Parent/Guardian	Date
Print name(s) and age(s) of minors	

EMERGENCY CONTACT

NAME: _____

PHONE: _____