

Makoshika Wellness Kayak Rental Agreement

1515 W. Bell St.
Glendive, MT 59330
(208)699-8989

Renter Name: _____

Address: _____

Cell Phone: _____

Driver's License Number: _____

Date of Birth: _____

Email Address: _____

RENTAL REQUIREMENTS:

- Rental fee is \$30 per hour or all day \$75
- \$100.00 refundable damage deposit required for all rentals.
- Renters are responsible for full replacement value of any equipment damaged or lost (maximum 650.00)
- Renters will be charged the daily rental rate if equipment is returned late. Renters will also be charged full day rate each day until equipment is returned.
- Boats must be carried on roof racks, pickup beds or trailers that meet our approval.
- We will provide foam blocks and straps when applicable.
- Customers are responsible for acquiring all appropriate state licenses, including but not limited to, state fishing license prior to fishing. Customers are also responsible for knowing and adhering to all locale and state laws.
- Makoshika Wellness holds no responsibility for any lost, stolen, or damaged personal property while using our equipment. In addition, by renting our kayaks you agree to hold full responsibility for any injury up to and including death while using our kayaks, Makoshika Wellness holds no responsibility for any bodily injury or death that may occur while using our kayaks.
- By renting out boats you agree to all these terms and services and accept all risks.

WAIVER OF LIABILITY

The undersigned hereby rents from MAKOSHIKA WELLNESS the following described Kayak, upon the following terms and conditions:

MAKOSHIKA WELLNESS makes no warranty of any kind, express or implied, as to the quality and manufacture, safety, drivability of a particular kayak or vessel covered in this agreement. The undersigned acknowledges the inherent dangers of kayaking.

MAKOSHIKA WELLNESS requires that all renters and any minors utilizing the kayak or vessel follow the laws of the State of Montana regarding life jacket use.

This Participation Waiver, Release of Liability, and Assumption of Risk Agreement (“Agreement”) is made and effective as of the date of execution of the Agreement by and between Makoshika Wellness (“Makoshika Wellness”) and me/my child/my minor of which I am the guardian to participate in activities with rental equipment of Makoshika Wellness. As a condition of receiving this benefit, I, the undersigned, do hereby agree to the following:

I acknowledge that the activities are purely voluntary and not the product of any duress, coercion, or undue influence of any type, kind, or nature. I acknowledge the activities include, but are not limited to: physical activities, operating a vessel, and entering waters in the State of Montana, and entail known and unanticipated risks. These risks could result in physical or emotional injury, paralysis, drowning, death or damage to me/my child/my minor of which I am the guardian, to property or to third parties. I further agree to abide by all applicable rules, regulations, and laws while participating in these activities.

I acknowledge that such risks exist, and I hereby release and discharge Makoshika Wellness, its officers, agents, and employees from any and all claims or liability for personal injury, illness, or property damage I/my child/my minor child of which I am the guardian may suffer while participating in such activity; including but not limited to any claim arising out of the condition of the vessel or kayak rented, whether planned or unplanned. Risks may include, but are not limited to bodily injury of various type, kind, and nature, illness, and property damage.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My/my child’s/my minor of which I am guardian’s participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Makoshika Wellness from any and all claims, demands or causes of action, which are in any way connected with my/my child’s/my minor of which I am the guardian’s participation in the activity or my/my child’s/my minor of which I’m the guardian’s use of Makoshika Wellness’s equipment or facilities, including any such claims which allege negligent omissions or acts of Makoshika Wellness.

Should Makoshika Wellness or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury, illness, or damage I/my child/my minor of which I am the guardian may cause or suffer while participating, or else I agree to bear the costs of such injury, illness, or damage myself. I further certify that I/my child/my minor of which I am the guardian have no medical or physical conditions which could interfere with my/his/her safety in this activity, or else I am willing to assume – and bear the cost of – all risks that may be created, directly or indirectly, by any such condition.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against Makoshika Wellness on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Parent/Guardian
Signed at _____, Montana

Date and Time of Signature