



Floaters Recreational Rentals, LLC

Waiver and Release of Liability — Bicycle, Kayak and Paddleboard Rental

Each person in a group must submit one of these forms. If the person is under the age of 18 then a parent or guardian must sign their form and assume responsibility for the minor.

In consideration of **FLOATERS RECREATIONAL RENTALS LLC**, Lakeside Park premises and/or equipment to enable me to participate in bicycling, kayaking or paddleboarding, **I fully understand and acknowledge that:**

Assumption of Risk: By my participation in these activities and/ or use of equipment, I hereby assume all risks, dangers and all responsibility for any loses and/ or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **FLOATERS RECREATIONAL RENTALS LLC**, or by any other person including myself. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession, and am capable of pursuing bicycle/paddle sports, and that my participation in this activity is voluntary. I/we also agree to wear a properly secured floatation device/helmet at all times.

Waiver and Release: I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify **FLOATERS RECREATIONAL RENTALS LLC** and its owners, officers, and employees from any and all claims, actions or losses for bodily injury, personal property damage, wrongful death, loss of services or otherwise which may arise out of my use of bicycle/paddle sport equipment or premises or my participation in in these activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have at present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **FLOATERS RECREATIONAL RENTALS LLC**.

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Initial:

_____ I hereby commit to wearing a life jacket/helmet at all times while using the bicycle/
kayak/ paddleboard.

_____ I understand that this activity may result in severe injury, including but not limited to
drowning or bodily injury.

_____ I understand that accessories such as cargo (dry bags, etc) can change the dynamics of
biking/ kayaking/ paddleboarding and can create additional risks for the participant.

_____ I understand that this activity may result in hazards posed by other bicyclists/ kayakers/
paddle- boarders, traffic, or water and weather conditions.

_____ I understand the basics of how to safely mount/enter/exit and pedal/paddle a bicycle/
kayak/ paddleboard.

_____ I understand that when in doubt, I shall give other traffic (vehicles/boats) right-of-way
and will operate the rental bicycle/kayak/paddleboard safely and in accordance with
Minnesota vehicle/boating rules and regulations.

_____ I understand that this bicycle/kayak/paddleboard does not have navigation lights and that
I will not operate it when dusk or dark.

_____ I understand that upon return of the rented bicycle/kayak/paddleboard **FLOATERS
RECREATIONAL RENTALS LLC** will inspect it for damage. If unreasonable damage
is discovered **FLOATERS RECREATIONAL RENTALS LLC** reserves the right to
levy additional fee(s) on my final bill to cover damages.

_____ **FLOATERS RECREATIONAL RENTALS LLC** staff has answered any questions I
have had.

_____ I understand **FLOATERS RECREATIONAL RENTALS LLC** may take photos for
social media and website use and I give permission to be in those photos.

**I HAVE READ THE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY
INTENTION TO EXEMPT AND RELIEVE FLOATERS RECREATIONAL RENTALS LLC
FROM LIABILITY FOR PERSONAL INJURY, PERSONAL PROPERTY DAMAGE OR
WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

**I understand that I will be asked to provide identification prior to receiving equipment
and/or service.**

NAME (Print)

DATE

SIGNAURE (Legal Guardian if under 18)

EMAIL ADDRESS

PHONE NUMBER