

Winthrop Headquarters for Outdoor Adventure (WHOA!)

KAYAK RENTAL AGREEMENT

216C West Center, Winthrop University, Rock Hill, SC 29733

803/323-2573 (phone) – 803/323-2124 (fax) – WHOA@winthrop.edu

I agree to be responsible for the kayak, and if lost, stolen, or damaged due to my negligence, I will pay the full value of rented equipment (**Kayak - \$700.00, Paddle - \$90.00, PFD - \$50.00, Helmet - \$60.00, Car Rack Kit - \$60.00**).

Initial: _____

I have examined the kayak, paddle, PFD (life jacket), helmet and car rack kit and find the same to be in good and usable condition, and I agree to return all equipment to Winthrop Headquarters for Outdoor Adventure at the expiration of the agreement period and to be responsible for any damage while in my possession.

Initial: _____

I agree that my weight does not exceed the 250lb. weight capacity of the solo kayak.

Initial: _____

I agree that *WHOA* staff provided me with sufficient instruction on how to properly size and wear all safety-related equipment and ensured that all safety-related equipment fit me properly.

Initial: _____

I agree to be present and responsible for the kayak(s) whenever and wherever they are in use.

Initial: _____

I agree that no person will operate the kayak(s) unless they are wearing a PFD.

Initial: _____

(South Carolina State Law mandates that all vessels must have at least one U.S. Coast Guard approved PFD per person. South Carolina State Law requires children less than 12 years of age to wear a U.S. Coast Guard approved PFD.)

I will not operate or permit other persons to operate the kayak(s) while under the influence of alcohol or illicit drugs.

Initial: _____

I agree that it is my responsibility to properly load and unload any rented kayak(s) onto or in my vehicle or trailer. I acknowledge that I have received a kayak car rack kit with all appropriate instructions for use.

Initial: _____

(OVER)

Assumption of Risk:

I agree to hold Winthrop University and its officers, employees, and agents harmless from any and all liability for damage or injury to myself or to any person or property resulting from use of the equipment. I further agree to hold harmless Winthrop Headquarters for Outdoor Adventure of any and all claims growing out of the transportation or operation of this boat on land or on water during the period of this agreement.

Signature: _____ Date: _____

Signature of witness: _____ Date: _____