

EQUIPMENT RENTAL AGREEMENT 2016

DOWNUNDER CT LLC ("Downunder")

157 Rowayton Ave, Rowayton CT 06853, (203) 642-3660
 575 Riverside Ave, Westport CT 06880, (203) 956-6217
 www.downunderct.com

BETWEEN

LESSOR

AND LESSEE - Please Print			LOCATION: Rowayton Westport	Day:
Name		Address		Date:
City	State	Zip	Cell Phone	No. in Party:
EMERGENCY CONTACT NAME			PHONE #	Leave Time
				Return Time

Early Returns Will Not Result In A Refund / Credit / Discount	EQUIPMENT/PROGRAMS	CHARGES
CREDIT CARD TYPE EXP CODE	Notified of Cancellation Policy:	Staff Initials
CREDIT CARD #		
HEALTH INFORMATION		
I hereby state that I have no known health condition that would or might require me to abstain from participating or limit participation and, if I do, my healthcare professional has approved my participation. I acknowledge that Downunder is not responsible for knowing, observing or assessing the existence or relevance of any health condition or for advising as to the effect of participation on any health condition. Health conditions that I would like Downunder to be aware of include:		
OTHER		
How did you hear of us? WORD OF MOUTH / WEBSITE / PRINT ADVERTISING / EXISTING CUSTOMER / DRIVE-BY / ROWAYTON MARKET		
OTHER:		
Personal Email: _____		
(To receive our newsletter - this list is strictly private and not shared)		

READ BOTH SIDES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the equipment described herein. LESSEE agrees said equipment will not be occupied by a greater number of persons than is shown in this rental agreement. In the event the equipment is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE EQUIPMENT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE EQUIPMENT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL EQUIPMENT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of equipment such as that rented above.

I (WE) ACKNOWLEDGE THAT A COPY OF THIS AGREEMENT IS AVAILABLE UPON REQUEST. FURTHERMORE, I (WE) ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO FUTURE RENTALS IN THIS YEAR.

THAT I (WE) ACKNOWLEDGE THAT A COPY OF THIS AGREEMENT IS AVAILABLE UPON REQUEST.

X _____ X _____
 LESSOR: Downunder Staff Signature LESSEE: Renters Signature (I am of legal age)

CANCELLATION POLICY

24 Hours notice is required to cancel this agreement. After this time, your credit card will be charged for the full amount. Lessor reserves the right to cancel based on weather conditions.

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2016 PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Downunder is not responsible for your personal possessions. We recommend you leave them in your car and bring only what you are taking out with you.

*****READ BEFORE SIGNING*****

For Groups: Organization/Outing Name: _____

Participant Name: _____

Email: *(if not on the front, enter here to receive our newsletter)* _____

In consideration of being allowed to participate in any way in the program, related events and activities (the "Activities") offered by Downunder, I the undersigned, acknowledge and agree that:

1. The Activities are inherently dangerous, and the risk of injury from the Activities is significant, including the potential for permanent injury, paralysis and death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, and assume full responsibility for my participation.
2. I have read and fully understand the rules and regulations relating to participation in the Activities, as well as the terms and conditions stated in the Lease Agreement and in this Release, and I willingly agree to comply with terms and conditions for participation. If I observe any unusual condition or situation that appears to be hazardous during my presence or participation, I will remove myself from participation and bring same to the attention of the nearest Downunder personnel, safety personnel or other responsible person immediately.
3. By participating in or attending any Activity whether on or off the premises where Downunder is located, **I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.**
4. I, for myself and on behalf of my heirs, and, personal representatives, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Downunder CT LLC and/or Downunder Kayaking LLC, and their respective owners**, officers, managers, agents and/or employees, as well as other participants in the Activities and Downunder's sponsors, advertisers, (collectively, the "RELEASEES"), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, ACCIDENT OR DEATH** I may suffer arising from or in connection with my participate in any Activities, as well as or loss or damage to any other person or to property, ; to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

X _____
ADULT PARTICIPANT SIGNATURE Date of Birth

X _____
ADULT PARTICIPANT SIGNATURE Date of Birth

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 YEARS AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do hereby grant the above release on behalf of said minor and on my own behalf.

X _____ PARENT/GUARDIAN SIGNATURE DATE EMERGENCY PHONE NUMBER(S)

_____ Child's Name, Age, Date of Birth Child's Name, Age, Date of Birth

_____ Child's Name, Age, Date of Birth Child's Name, Age, Date of Birth