

Date: _____ **Sub Sea Tours LLC Rental Agreement** Total _____

Time: Out _____ In _____ Double Single SUP Canoe - 2 4 war

The following safety rules are important to understand. Please read carefully & ✓ boxes.

- Lifejackets must be worn and fastened at all times.**
- Rental is for the Morro Bay Harbor only. I agree **not to pass the rock** toward the harbor entrance.
I understand that the rental is **not to go into the ocean.**
- 1/3 - 2/3 rule: Spend 1/3 of your time paddling with the current and leave 2/3 of your rental time to paddle against the current.
- Winds may increase anytime but especially in the afternoons. If whitecaps are present, paddle close to shoreline returning to dock as soon as possible.
- If disembarking on the sandspit, I agree to **pull the boat out of the water** high up on the sand, so that an incoming tide will not float it away.
- Position yourself in center of boat, stay low - **NEVER STAND UP** in the boat.
- No alcohol or drugs** before or during your rental.
- No one under 18 will be allowed on the water unaccompanied by someone 18 or older.
- No pets are allowed in boats.
- I agree to pay a \$50 fetch fee if I'm unable to return to the dock on my own.
- I agree to pay for any lost, damaged or broken equipment.
- Sub Sea Tours LLC has the right to refuse or terminate the participation of anyone for any reason.

Participant Agreement, Release and Assumption of Risk

In consideration of the services of Sub Sea Tours LLC, Sub Sea Tours and Kayaks, Canoe 2 U, Morro Bay Charters, Adventure Marina, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Sub Sea Tours LLC"), I hereby agree to release and discharge Sub Sea Tours and Kayaks on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: boat capsizing, tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, illness in remote areas; exposure to sun, strong wind, cold storms, large waves, eddies and whirlpools, and lightning; aggressive and or poisonous marine life; wrist, arm, shoulder or back injuries, slips and falls while hiking; and rapidly changing adverse weather and water conditions.
2. I expressly **agree and promise to accept and assume all of the risks** existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks,
3. I hereby voluntarily release, forever discharge, and agree to indemnify and **hold harmless Sub Sea Tours LLC** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Sub Sea Tours and Kayaks's equipment and facilities, including any such claims which allege negligent acts or omissions of Sub Sea Tours and Kayaks.
4. Should Sub Sea Tours LLC or anyone acting on its 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.

