

\_\_\_\_\_boards/\_\_\_\_\_hrs

Location/Day/Time \_\_\_\_\_  
Amt Pd \_\_\_\_\_ Type \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

# Old Naples Surf Shop

## Release and Waiver of Liability, Acknowledgment of Risk for All Rentals and Lessons and Agreement to Participate

Name: \_\_\_\_\_ Date: \_\_\_\_\_ (PLEASE PRINT)

Billing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Please read and be certain you understand the implications of signing. Express assumption of risk associated with the use of rentals and lessons from Old Naples Surf Shop and related activities.**

I, \_\_\_\_\_ acknowledge that I have voluntarily applied to participate in the following activities: \_\_\_ Skim Board \_\_\_ Surf \_\_\_ Paddle Board

### Equipment Rental Rules

Renter agrees to rent equipment from Old Naples Surf Shop subject to the following Conditions and Rules of Operation

1. Renter/s MUST know how to swim and be in good general health
2. Renter is aware that paddle boarding, surf, skim boarding, and other ocean sports are hazardous activities that can lead to serious injury or death to themselves and/or to other people in the water or on the beach.
3. Renter assumes all responsibility for maneuvering board to avoid swimmers or other persons in the Gulf or waterways while on waves in and/or around the paddle area.
4. Renter is aware that offshore winds (winds that blow from shore out to sea), lightening and other weather variances are potentially dangerous. Renter is advised to return to shore if these conditions arise.
5. Renter will not consume alcoholic beverages and/or illegal or controlled substances before or during the use of the equipment.
6. Renter will stay clear of fishing lines, the Pier and be aware of obstacles both above and below the water.
7. Renter acknowledges receipt of and will wear a personal flotation device.

**Damaged Equipment:** All equipment is rented in the condition it shall be returned in. ONSS staff checks all equipment upon return for damage so it is the responsibility of the renter to check the equipment prior to equipment use. Equipment that is returned with damage will be assessed upon return and the renter will be charged a repair or replacement fee. Cracks, holes, dents, and "road" damage may result in a replacement fee if deemed un-repairable. Participant agrees to assume ALL liability for anyone he/she allows to use the equipment.

**Photo Release:** ONSS reserves the right to use pictures, video, or other media captured by ONSS or other participants for use in ONSS print and website advertising, internal promotions, and social media networking. We promise you will look great and will be the envy of all of your friends and family!

**Donation Release:** If gear is to be donated for charitable purposes, waiver must be signed by donee, who thereby assumes all responsibility for its use. The donee will also assume all responsibility for all persons, including minors, that will have access to the equipment.

Renter's Initials: \_\_\_\_\_

In consideration of being allowed to rent equipment from Old Naples Surf Shop I, \_\_\_\_\_, the undersigned acknowledge, appreciate, and agree that: the risk of injury from the activities involved in renting this equipment is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the company immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS OLD NAPLES SURF SHOP and the City of Naples, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE FROM THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this agreement.

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 WITHOUT ANY INDUCEMENT.

x \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

x \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)** this is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement in renting equipment as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE

Payment:  
Cash: \_\_\_\_\_ Credit Card: \_\_\_\_\_ Debit: \_\_\_\_\_ Rental Fee: \$ \_\_\_\_\_  
Account No: \_\_\_\_\_  
Billing Zip Code: \_\_\_\_\_ CVC: \_\_\_\_\_ Exp: \_\_\_\_\_ Delivery Fee: \$ \_\_\_\_\_

Time Out \_\_\_\_\_ Return \_\_\_\_\_

Delivery Address \_\_\_\_\_

\*\*\* I give Old Naples Surf Shop permission to charge the above credit card remotely after the rental.

Renter's Initials: \_\_\_\_\_