Time out_____

Time back_____

Rowing Dock Waiver & Release

Order # _____

DA Verified _____

First Name	Last Name	Phone Number

Customers pay for the 1st hour at time of rental and any additional charges are prorated by the ½ hour upon return of bo

	Rates Mon-Thurs		Rates Fri-Sun & Holiday		# Of Boats
	Hourly	Maximum	Hourly	Maximum	
Single Kayak	$10	$25	$15	$35	
Double Kayak	$15	$35	$20	$45	
Canoe	$20	$45	$25	$55	
Stand Up Paddle Board	$15	$35	$20	$45	
Ruff SUP	$15	$35	$20	$45	

****** Late fees apply for boats returned after dock closing time ******

****** Damage fees apply for lost or damaged equipment******

Children Under 18 - Required Parent or Guardian Consent and Indemnification

AND I, the parent and/or legal guardian of participant(s) under the age of 18, understand the nature of the activities to be engaged in by the minor(s), and, knowing the experience and capabilities of the minor(s), I represent the minor(s) to be qualified to participate. I accept full responsibility for the safety of the minor(s). In consideration of the minor(s) being permitted by Rowing Dock to participate in its activities and to use its equipment and facilities, I RELEASE, DISCHARGE, and COVENANT NOT TO SUE Rowing Dock, Inc. and the Released Parties from any liability, claims, demands, causes of action, losses, injuries or damages to the minor(s), and agree to INDEMNIFY AND HOLD HARMLESS Rowing Dock, Inc. and the Released Parties from any damages, costs, or attorney's fees for any claims by or on behalf of the minor(s), or on account of the minor(s).

By signing below, I also AGREE to all Terms and Conditions Page 2 (back page).

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Name	Participant or Guardian Signature	Participant Age	Date
Participant Name	Participant or Guardian Signature	Participant Age	Date
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Participant Name	Participant or Guardian Signature	Participant Age	Date
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Participant Name	Participant or Guardian Signature	Participant Age	Date

Terms and Conditions

For and in consideration of the use, rental, or other access to equipment, facilities, or activities of Rowing Dock, Inc., the undersigned Participants enter this Participation Agreement and Release.

Warnings, Understandings, and Representations:
The business of Rowing Dock, Inc. includes Kayaking, Paddle Boating, Paddle Boarding, and other open water or sports activities. I understand that participation in these activities involves risk of serious injury, including bodily, mental injury, disability, paralysis, pain, suffering, or death. Dangers may include tipping or turning over of watercraft; entanglement in trees or other obstructions; exposure to heat, cold, lightning, strong currents, injurious plants, insects, animals, or other elements; sunburn; dehydration; heat stroke; muscle cramps; exhaustion; hypothermia; or accidental drowning. I understand that risks and dangers may result from the acts or omissions of myself or third parties, or of Rowing Dock, Inc., its agents, employees, owners, participants, volunteers, or others acting on their behalf. With full knowledge of the risks and dangers, I represent that I am in good health and proper physical condition to participate in the activities and business of Rowing Dock, Inc. I do not have health problems or medical conditions that preclude participation. I have inspected the equipment, facility, and activities of Rowing Dock, Inc., and I find that they are acceptable for the intended use or participation.

Assumption of Risk and Responsibility for Injury or Damage:
I acknowledge that open water or sports activities are inherently dangerous and that I participate at my own risk. I understand that risks and dangers cannot be eliminated without jeopardizing the essential qualities of the activity, and I voluntarily elect to participate, accepting and assuming the risks. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer. I agree to bear the costs and responsibility for any injury or damage I may cause or suffer, including payment for bodily injury, property damage, or lost or damaged equipment.

Indemnification and Release of Liability:
I FULLY AND UNCONDITIONALLY RELEASE AND DISCHARGE Rowing Dock, Inc. and its agents, employees, owners, administrators, directors, officers, members, instructors, participants, volunteers, contractors, sponsors, advertisers, or event organizers, or others acting on their behalf of any liability, claims, demands, causes of action, losses, injuries, or damages, whether caused in whole or in part by the Released Parties, or by the negligence of the Released Parties. This Release extends to any injuries or damage that may arise from the use, rental, or other access to the equipment, facilities, or activities of Rowing Dock or which may be connected to my participation in the activities, and to all claims for personal injuries or property damage sustained by me, or by my estate, parents, children, heirs, beneficiaries, personal representatives, or assigns ("the Releasing Parties"). On behalf of myself and the Releasing Parties, I AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS ROWING DOCK, INC. AND EACH OF THE RELEASED PARTIES for any loss, liability, damage, litigation expenses, attorney fees, or cost of any kind, which may result from any injury, damage, or other loss occasioned by use, rental, or other access to equipment, facilities or activities of Rowing Dock.

Choice of Law:
This Agreement creates a covenant not to sue, and complete release and indemnity of, Rowing Dock, Inc. and the Released Parties. If, despite this Agreement, suit is attempted, I agree that the exclusive forum shall be Travis County, Texas, applying Texas law. I agree that if any term of this Agreement is found to be void or unenforceable, then the remaining terms shall remain in full force and effect.

Careful Review and Understanding:

I have read and I understand the posted Equipment Safety Rules and Regulations. I have carefully read this Agreement in its entirety. I fully understand the Agreement, understand that I am knowingly waiving substantial rights by signing the Agreement, and sign it freely, without any inducement or assurance of any nature.