

[This waiver must be completed each time any of the kayaks/paddleboards and accompanying life jackets are borrowed from the Library of Things. A signed Lending Agreement and Liability Waiver form must be on file before this form is completed.

### **ASSUMPTION OF RISK & KAYAK/PADDLEBOARD RULES**

1. By signing this waiver, Borrower acknowledges that they understand and accept that renting this kayak/paddleboard and participating in kayaking/paddleboarding exposes one to various hazards and entails unavoidable risk of death, personal injury (including but not limited to drowning or bodily injury) and loss of or damage to property. Borrower also understands that they should be in good physical health to participate in kayaking/paddleboarding. Borrower chooses to participate in kayaking/paddleboarding in spite of these risks and hereby assumes all risk of and full responsibility for injury or loss of life to themselves or any other person, in addition to loss of or damage to property arising out of renting this kayak/paddleboard and participating in kayaking/paddleboarding.
2. Borrower understands and accepts the various rules and requirements for utilizing the inflatable kayaks/paddleboards and life jackets provided by EVPL, including, but not limited to:
  - Wearing a life jacket at all times while operating the kayak/paddleboard
  - Operating kayaks/paddleboards in a manner that is cognizant of the risks of potential hazards, mindful of others' safety, and is in accordance with Indiana boating rules and regulations
  - Entering, exiting, loading, and paddling the kayak/paddleboard safely
  - Recognizing that the kayaks/paddleboards provided by EVPL do not possess navigational lights and not operating the kayaks/paddleboards when dusk or dark accordingly

### **LIABILITY WAIVER** *(We have to do this legal stuff, and so do you! Please read carefully before signing!)*

1. Borrower has visually inspected the item before borrowing the item from EVPL. If any item is later deemed unsafe or in a state of disrepair, Borrower agrees to immediately discontinue its use, notify EVPL and return the item to EVPL. Borrower agrees that EVPL is not responsible for any defect whatsoever with respect to any item borrowed from the Library of Things.
2. Borrower assumes the risks and accepts the rules outlined above and indicates that they are experienced in the safe and proper use of kayaks/paddleboards and life jackets. Borrower must keep kayaks/paddleboards and life jackets within their possession at all times and practice child safety rules, as well as user safety rules, at all times.
3. Borrower acknowledges that EVPL, its board, director, employees, and volunteers claim no expertise and make no representation or warranty of any kind, express or implied, as to any matter whatsoever respecting kayaks/paddleboards and life jackets, including without limitation their fitness for any particular purpose, quality, condition, suitability, operation, or performance (including whether any life jackets borrowed are of a suitable size). Borrower accepts the items "as is" and agrees that EVPL shall not be liable, to any extent, for Borrower's operation of the kayaks/paddleboards or life jackets or the use of the items by anyone else.
4. Borrower specifically releases and forever indemnifies EVPL and its officers, agents, and employees from any and all liability or claims for injury, death or loss of or damage to property which Borrower may suffer while renting this kayak/paddleboard and accompanying life jackets and participating in kayaking/paddleboarding. This discharge specifically includes, but is not limited to, liability or claims for injury, death or damage caused by the negligence of EVPL or its officers, agents, or employees. It is Borrower's intent by signing this Kayak/Paddleboard Liability Waiver to release EVPL and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of EVPL or whether based upon breach of contract, breach of warranty, or any other legal theory. Borrower fully recognizes that if injury, death or damage occurs to them or any other person while Borrower is engaged in renting this kayak/paddleboard and accompanying life jackets or participating in kayaking/paddleboarding, they will have no right to make a claim or file a lawsuit against EVPL or its officers, agents or employees.

\_\_\_\_\_  
Borrower Printed Name

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
EVPL Staff Name

\_\_\_\_\_  
EVPL Location