

WCCL USAGE AGREEMENT (WAIVER AND RELEASE)

(See also Kayak Check-out rules on reverse side)

I, _____ wish to participate in the program ("Program") offered by White Cloud Community Library ("WCCL"), whereby I may check out a kayak. If I allow a minor child to ride with me, I assume all risk and liability for such minor child, and understand that all provisions applicable to me in this WAIVER AND RELEASE fully apply to such minor child, including the use of safety equipment. I have identified the minor child below.

I am sufficiently physically fit to safely operate a kayak. Operating a kayak is a physical activity. Like any physical activity, operating a kayak may cause minor or major injuries or discomfort, and may worsen or complicate underlying medical conditions or diseases. By choosing to operate a WCCL kayak, I assume all responsibility for all such injuries or other medical conditions. I have received any necessary medical clearances for such physical activity. WCCL is not responsible for injury, damage or liability resulting from my misrepresentation of competence or physical fitness to safely operate a kayak. I am a competent swimmer. I will only use the kayak while wearing a United States Coast Guard approved life jacket. Under no circumstances will I operate the kayak without such a life jacket.

In order to induce WCCL to allow me to participate in the Program, I HEREBY WAIVE AND RELEASE, and indemnify, hold harmless and forever discharge WCCL and each of its agents, employees, trustees, officers, directors, affiliates, successors and assigns, as well as all other Program participants, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, including without limitation for any personal injuries, property damage or death, that I ever had or may have, arising from or in any way related to my participation in the Program; provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct of WCCL. If my use of a kayak causes injury or damage to another person or property, I may be liable for such injury or damage and associated expenses. By choosing to operate a kayak, I assume all responsibility for the risks, hazard, and dangers that it involves.

The nature of the Program activities has been fully disclosed and any flyer, advertisement, rules or brochure relating to the activities is expressly made a part of this Agreement. WCCL is not responsible for any injury or damage resulting from (a) any of the risks, hazards and dangers described herein, (b) my failure to comply with my agreements herein or (c) my failure to wear a United States Coast Guard approved life jacket while operating a WCCL kayak. I understand that no one other than me is permitted to use the kayak.

I understand and agree that neither the Program providers nor the personnel arranging the Program are qualified to determine my physical condition or health and that it is my responsibility to consult a physician prior to my participation in the Program. I understand that kayaking should be engaged in only by persons in good health. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me, or my property, that I may have against WCCL related to such activities. I relinquish any right that I might otherwise have for payment of medical costs or other losses beyond whatever insurance I personally purchase or maintain.

I am responsible and liable for all costs in case of damage to the kayak(s) during the usage period. In case of theft or destruction of the kayak, I will be responsible for reimbursing WCCL for the original price of the kayak(s), plus the cost of any accessories that were provided at the time of the kayak usage.

This USAGE AGREEMENT (WAIVER AND RELEASE) contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this USAGE AGREEMENT (WAIVER AND RELEASE). The provisions of this USAGE AGREEMENT (WAIVER AND RELEASE) may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties, including an authorized officer of WCCL. The provision of this USAGE AGREEMENT (WAIVER AND RELEASE) will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of WCCL whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this USAGE AGREEMENT (WAIVER AND RELEASE). I understand and confirm that by signing this USAGE AGREEMENT (WAIVER AND RELEASE) that I have given up considerable future legal rights. I have signed this Agreement freely, knowledgeably, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me other than the opportunity for me to participate in the Program. I have read and fully understand this Agreement. My signature is proof of my intention to execute a complete and unconditional Usage Agreement (Waiver and Release) of all liability to the full extent of the law. I understand that WCCL is relying upon this USAGE AGREEMENT (WAIVER AND RELEASE) in allowing me to participate in the Program.

I have read the above terms carefully. I understand that this is an important legal document. I am entering this Agreement of my own free will. I am at least 18 years old and have the right, capacity, and ability to contract in my own name. I understand that the above terms apply to all my future use of WCCL kayaks, and I agree to all applicable terms. I acknowledge that WCCL has never expressly or impliedly assumed any responsibility for me or my actions in connection with my use of WCCL kayaks. Any controversy or claim arising out of this contract or breach thereof shall be settled by binding arbitration administered by the American Arbitration Association.

Date / Printed Name Operator Signature

Address Telephone Number Emergency Contact Minor Child's Name

White Cloud Community Library – Kayak Check-Out Rules

White Cloud Community Library ("WCCL") is a lending library offering kayaks for check-out. "I" or "Operator" is a person 18 years old or older who has executed the Usage Agreement (Waiver and Release)

- Operating a kayak involves risks, dangers and hazards. These risks, dangers and hazards may result in injury or death to myself or others, as well as damage to property. There are risks associated with the use of any kayak which cannot be predicted or avoided and which are the sole responsibility of the Operator.
- Before renting a kayak, I am required to consent to a Usage Agreement (Waiver and Release), which completely releases WCCL from any liability in connection with operating a kayak.
- State and local laws require me to obey the rules while operating a kayak. There may be state and local laws applying specifically to kayaks or operating watercraft. I will follow all applicable state and local laws.
- Kayaks may malfunction, and such malfunctions may cause injury. Malfunctions may occur unexpectedly even if a kayak is maintained properly. Before operating a WCCL kayak, I will conduct a safety inspection of the kayak which includes inspection and checking for the following: any signs of damage, excessive wear, or other problems or maintenance needs. I will not operate the kayak if I notice any problems or other safety issues; I will notify WCCL of the problem.
- Wearing an United States Coast Guard approved life jacket properly fitted and fastened and worn in accordance with the manufacturer's instructions while operating a kayak, may protect against some injury, or lessen the severity of an injury. Life jackets are not 100% effective, will not protect against all injuries and do not protect against other injuries.
- I must report all accidents and injuries to competent authorities and to the WCCL branch from which the kayak was borrowed as soon as possible.
- WCCL does not provide or maintain places on which to operate a kayak. WCCL does not guarantee that there will always be a safe place to operate a kayak.
- WCCL provides no warranties, express or implied, for the kayaks it makes available.
- WCCL requires that users agree to follow certain rules while using WCCL kayaks. These rules are intended to promote the safe use of WCCL kayaks by Operators. The rules shall not be construed as a waiver by WCCL of any term in this agreement. Operators are solely responsible for the safe operation of WCCL kayaks at all times. Operators may need to take safety measures or precautions not specifically addressed in this Agreement.
- I will not operate a WCCL kayak while wearing or carrying anything that impedes my ability to operate the kayak safely.
- I will not exceed the weight limit on a WCCL kayak of approximately 300 lbs.
- I will not dismantle or modify a WCCL kayak in any way.
- I will not use a text messaging device, portable music player, or any other device which may distract me from safely operating a kayak while operating a WCCL kayak.
- I will not operate a WCCL kayak while under the influence of alcohol, drugs or any other substance that could impair my ability to operate a kayak.
- I will not use a WCCL kayak in weather conditions, including but not limited to rain, extreme heat, or electrical storms, which make it more dangerous to operate a kayak.
- I will not allow others to use a WCCL kayak that I check out. I understand that when I check out a WCCL kayak, it is to be used by me, and by me only. I will not allow minors to use the kayak without an adult in the kayak.
- I may not use or operate a WCCL kayak without signing the USAGE AGREEMENT (WAIVER AND RELEASE) attached hereto.

Check each box to verify that you have read and understand this information:

- You must be 18 years of age or older to checkout a kayak
- You are liable for any damage caused to the kayak or equipment
- Replacement costs are as follows: Kayak and all parts \$500; Life jacket \$25; Paddle: \$40, Canvas bag \$150**
- Check out limit of one week with over due fee of \$10 per day
- A survey may need to be taken upon return while staff assess for damage

Date / Printed Name

Operator Signature

Address

Telephone Number

Driver's License Number