Kayak rental waiver

Rental and permitted use

I voluntarily choose to rent one or more kayaks and related equipment from **[Kayak Rental Company Name]**.

The rental may include:

- Single or tandem kayaks, including sit-on-top and sit-inside models
- Paddles, buoyancy aids or lifejackets, spray decks and bailers
- Launch and recovery from the rental company's beach, slipway or dock
- A pre-launch safety briefing and route advice
- Use of the permitted paddling area shown or described by the rental company

I will use the kayak only for recreational paddling and only within the permitted area and rental period.

I will not sublet the kayak, lend it to anyone not declared to the rental company, use it for commercial purposes, tow it behind a powered vessel or modify it.

The rental company may refuse, restrict or end a rental if it reasonably believes that the kayak cannot be used safely, that conditions are unsuitable or that I have failed to follow instructions.

Bookings, deposits and fees remain subject to the rental company's cancellation and refund policies, including any policy for rentals stopped because of weather or water conditions.

Renter eligibility

I confirm that I meet the rental company's minimum age and identification requirements and that I am legally able to enter into this rental.

I confirm that I can swim and that I am comfortable in open water while wearing a buoyancy aid or lifejacket.

I confirm that I have accurately described my paddling experience and that I will choose a kayak, route and conditions within my ability.

I confirm that I can get out of the kayak and back to it, or to safety, without help, or that I have told the rental company if I cannot, so that it can advise on a suitable kayak or refuse the rental.

Where I sign for a minor or another person who cannot legally provide their own consent, I confirm that I am their parent, legal guardian or otherwise legally authorised to provide consent on their behalf.

Kayaking risks

I understand that kayaking takes place on open water, where conditions can change quickly and help may not be immediately available.

A kayak can capsize without warning, even in calm conditions, when paddled correctly and when all safety rules are followed.

Possible risks include:

- Capsizing and being separated from the kayak or paddle
- Becoming trapped in a sit-inside kayak or spray deck during a wet exit
- Cold-water shock, including an involuntary gasp, rapid breathing and loss of swimming ability
- Hypothermia, which may develop even after leaving the water
- Drowning or near drowning
- Being carried away from shore by offshore wind, currents or an outgoing tide
- Exhaustion from paddling against wind or tide
- Collision with motorboats, sailing craft, other paddlers, swimmers, rocks, piers or moored vessels
- Being pinned against or drawn under weirs, bridge supports, fallen trees and other obstructions
- Shoulder, wrist, elbow and back strains, including shoulder dislocation
- Sunburn, heat illness and dehydration
- Injury from marine life, submerged objects or a slippery launch area
- Serious injury, permanent disability or, in rare cases, death

I understand that the rental company cannot eliminate every risk associated with kayaking and may not be able to see, reach or assist me on the water.

I voluntarily accept the ordinary and inherent risks of kayaking.

Buoyancy aids and equipment

I agree that everyone in the kayak will wear a correctly sized and fastened buoyancy aid or lifejacket for the whole time they are on the water, and that I will not remove or alter it.

I understand that a buoyancy aid may not keep an unconscious person’s face out of the water and does not remove the danger of cold-water shock or hypothermia.

I agree to dress for the temperature of the water, not the temperature of the air, and to use any wetsuit, spray top or other clothing the rental company requires.

I agree to use the paddle, backrest, footrests, hatches, drain plugs and spray deck only as shown in the safety briefing and to keep hatches and drain plugs closed while afloat.

Where I use a spray deck, I confirm that I have been shown how to release it and how to carry out a wet exit, and that I will tell staff before launching if I am unsure.

I will carry any whistle, phone in a waterproof case, bailer or other safety item that the rental company supplies or requires.

Paddling rules

I agree to attend the rental company's safety briefing and follow all instructions from staff.

I agree to:

- Stay within the permitted area and not cross shipping channels, harbour entrances or restricted zones
- Keep clear of motor vessels, ferries, jet skis, swimmers and fishing lines, and assume that other craft may not see me
- Paddle with at least one other kayak where the rental company requires it
- Stay close enough to shore to reach it if I capsize, and not travel further than I can comfortably paddle back
- Stay with the kayak after a capsize unless staying with it would be more dangerous, and signal for help early
- Return to shore immediately if wind, waves, visibility or the rental company's instructions require it
- Respect the kayak's stated weight and passenger limits
- Tell the rental company of any change of route before launching, and of any emergency as soon as I can

I agree not to paddle after dark, stand up in the kayak, raft kayaks together unsafely, jump in from the kayak or fish from it unless the rental company has approved this.

The rental company may end a rental or recall a kayak if it reasonably believes that safety rules are being ignored or that I am putting myself or others at risk.

Water, weather and tide conditions

I understand that sheltered water near the launch point may give a false impression of conditions further out.

I understand that offshore wind can feel light on the beach while pushing a kayak steadily out to sea or across a lake, and that returning against it may be difficult or impossible.

I understand that tides and currents can be strong around headlands, river mouths, bridges, narrows and harbour entrances, and that an outgoing tide may leave a launch site exposed or cut off.

I agree to check the forecast and any tide times or river levels provided by the rental company, and to plan my route so that I can return before the rental period ends.

I will not paddle over or near weirs, rapids, tidal races, surf or breaking waves unless the rental company has expressly approved it.

I will return to shore if I see lightning or fog or if conditions worsen, and I understand that the rental company may suspend rentals at any time because of conditions.

Passengers and additional users

I will tell the rental company who will use or travel in each kayak, and only declared people may do so.

I am responsible for making sure that each passenger and additional user has received the safety briefing and follows the rental company’s rules.

Each additional adult user should sign their own waiver before going on the water unless the rental company has agreed otherwise.

Where a minor travels in a kayak I have rented, I confirm that a responsible adult will supervise them for the whole rental and that the kayak is suitable for them.

I understand that I may be held responsible for damage, loss or additional charges caused by my passengers and additional users, to the extent permitted by law.

Inspection before use

I agree to inspect the kayak and equipment before launching, with staff where they offer this.

My inspection will include checking for:

- Cracks, splits, holes or damage to the hull and deck
- Hatch covers and drain plugs that are missing, loose or leaking
- Seat, backrest and footrests that are secure and adjusted
- A paddle that is complete and sound, with any joint locked
- A buoyancy aid or lifejacket that fits and fastens properly
- Spray deck release handles that are in place and work

I will report any damage or defect before launching. If I do not, the rental company may treat the kayak as having been in good condition when the rental started, unless the evidence shows otherwise.

I will not launch or continue using a kayak that I know or suspect is unsafe, and I will tell the rental company as soon as I can.

Damage, loss and additional charges

I agree to look after the kayak and equipment during the rental and to keep them secured when they are out of the water.

To the extent permitted by law, I may be charged for:

- Repair of damage beyond ordinary wear, including damage from dragging the kayak over rocks or concrete
- The replacement value of a kayak, paddle or other item that is lost, stolen or not returned
- Reasonable costs of recovering a kayak left away from the agreed return point
- Late return fees, cleaning fees and time out of service set out in the rental company's price list or rental terms
- Fines or charges caused by entering a restricted area or breaking local rules during the rental

I authorise the rental company to apply any deposit or the payment method I have provided to charges properly due under its rental terms, after telling me what the charge is for.

I will report any damage, loss, collision or injury to the rental company as soon as I can, and before I leave the rental site.

Rental period and return

I agree to return the kayak and all equipment to the agreed return point by the end of the rental period.

I understand that I should plan to leave enough time for the return paddle, allowing for wind, tide and tiredness.

If I am delayed or cannot return safely, I will contact the rental company as soon as I can and stay in a safe place. I will not take unnecessary risks to avoid a late fee.

If I am significantly overdue and cannot be reached, I authorise the rental company to contact the coastguard, rescue services or other authorities and to share my details and last known route with them.

If I land away from the return point, I will contact the rental company for instructions and will not leave the kayak unattended unless told that I may do so.

The rental ends only when the rental company has received the kayak and equipment back. I understand that staff may check them on return.

Physical condition and health

I agree to inform the rental company about any condition that may affect safe use of the rental, including:

- A current injury or physical limitation
- Shoulder, back, elbow or wrist problems
- Heart, circulation or blood-pressure conditions
- Asthma or another breathing condition
- Epilepsy, seizures, fainting or loss of consciousness
- Limited swimming ability or a fear of being in deep water
- Diabetes or another condition that may need urgent treatment on the water
- Difficulty getting out of a kayak without help
- Recent surgery or medical treatment
- Pregnancy or possible pregnancy
- Medication that affects coordination, judgment or alertness
- A restriction recommended by a healthcare professional

I understand that staff are not medical professionals unless expressly stated otherwise.

I will stop and inform a staff member if I experience pain, dizziness, breathing difficulty, unusual weakness or another concerning symptom.

Alcohol, drugs and impairment

I will not operate or use the rented equipment while impaired by:

- Alcohol
- Recreational or illegal drugs
- Medication that affects judgment, coordination or alertness
- Fatigue, illness or another condition that makes participation unsafe

I understand that the rental company may refuse or end use of the rental if it reasonably believes that a renter is impaired.

The rental company may refuse to hand over a kayak, even after a rental has been paid for, if it reasonably believes that a renter or passenger has been drinking or using drugs to an unsafe degree.

Alcohol can increase the dangers of a capsize and of cold water, and I will not take it with me to drink on the water.

Personal belongings

I understand that clothing and personal belongings may become dirty, wet, damaged, lost or stolen.

I am responsible for protecting phones, jewellery, glasses, clothing and other personal property.

To the fullest extent permitted by applicable law, the rental company is not responsible for ordinary loss or damage to personal belongings unless caused by liability that cannot legally be excluded.

Emergency assistance

If the renter becomes ill or injured, I authorise the rental company and its staff to:

- Provide reasonable first aid
- Stop the renter from continuing
- Contact an emergency contact
- Contact emergency medical services
- Arrange transportation to an appropriate healthcare facility
- Share relevant information with emergency responders
- Take reasonable action to protect the renter’s immediate safety

I understand that the rental company cannot guarantee that an emergency contact will be reached before assistance is provided.

I accept responsibility for medical, ambulance and treatment expenses unless applicable law or legally established liability requires otherwise.

Assumption of risk

I knowingly and voluntarily accept the ordinary and inherent risks associated with kayaking.

I accept responsibility for injuries, losses or complications caused or materially contributed to by:

- Relevant information I concealed or provided inaccurately
- A health condition or limitation I failed to disclose
- Overstating my swimming ability or paddling experience
- My failure to wear a buoyancy aid or follow staff instructions

- Paddling outside the permitted area or rental period
- Launching or continuing to paddle in conditions I knew or should have known were unsuitable
- The conduct of my passengers or additional users
- My reckless, unlawful or prohibited conduct
- My use of the kayak while impaired or medically unfit

Liability release

To the fullest extent permitted by applicable law, I release **[Kayak Rental Company Name]** and its owners, directors, rental staff, launch attendants, safety boat crew, employees, contractors and representatives from claims arising solely from:

- Ordinary and inherent kayaking risks knowingly accepted in this form, including capsizing, cold water, wind, currents and tides
- Relevant information I concealed or provided inaccurately
- My failure to follow reasonable safety rules or instructions
- Incorrect or unauthorised use of the kayak or equipment
- Paddling outside the permitted area or rental period
- My reckless, unlawful or prohibited conduct
- The conduct of another water user where it was outside the rental company's reasonable control

This release does not exclude or limit liability that cannot legally be excluded or limited.

It does not apply to fraud, intentional misconduct, gross negligence, reckless conduct, breaches of mandatory safeguarding duties, violations of mandatory consumer rights or any other liability that applicable law prohibits the rental company from waiving.

Privacy and recordkeeping

I understand that the rental company may collect and retain information where reasonably necessary to:

- Register and identify renters
- Confirm consent and eligibility
- Manage bookings and activities
- Understand relevant health or support needs
- Maintain safety and incident records
- Respond to injuries, complaints or legal claims

- Meet insurance, safeguarding and legal obligations

Information will be handled according to the rental company's privacy notice and applicable data-protection laws.

Final declaration

By completing and signing this form, I confirm that:

- I have read and understood the entire waiver.
- The information provided is complete and accurate.
- I understand that kayaking may cause serious injury or drowning.
- I understand and accept the ordinary and inherent risks.
- I can swim and have honestly described my paddling experience.
- I and my passengers will wear a buoyancy aid or lifejacket on the water.
- I have inspected the kayak and equipment, or will do so before launching, and will report any defect.
- I will stay within the permitted area and return on time.
- I understand that I may be charged for damage, loss and late return under the rental terms.
- I will not paddle while impaired or medically unfit.
- I authorise reasonable emergency assistance where necessary.
- I had an opportunity to ask questions before signing.
- This rental and my participation are voluntary.
- I understand that this form does not remove rights or protections that cannot legally be waived.

Renter completion

Contact details

First name *

Last name *

Phone

Email *

Paddling experience (select all that apply) *

- [ ] First time in a kayak
- [ ] Have kayaked on sheltered water
- [ ] Have kayaked on the sea or on moving water
- [ ] Have practised a wet exit
- [ ] Have practised a self-rescue or assisted rescue

- [ ] I have read, understood and agree to the Kayak Rental Liability Waiver and Assumption of Risk above. I confirm that the information provided is accurate, that I am authorised to sign for any minor in my group where applicable and that I voluntarily accept the risks of kayaking. *

Signature *