

**Worldwide FlyWorks Outfitters  
Jensen Beach, Florida  
Kayak/Paddleboard Rental Contract**

Date Reserved: \_\_\_\_\_ Date Needed: \_\_\_\_\_ Pickup: \_\_\_\_\_ Delivered: \_\_\_\_\_ A.M. or P.M.

Name: \_\_\_\_\_ Returned: \_\_\_\_\_ Pickup: \_\_\_\_\_ A.M. or P.M.

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Local Address Staying At: \_\_\_\_\_

**Damage/Loss of Equipment Policy:**

I acknowledge that if I lose or damage lifejackets, paddles, kayak or paddleboard (hereinafter "watercraft") the following expenses stated below may be charged to my credit card provided, as an additional charge to the rental fee.

Paddle Replacement: \$75.00/each; Lifejacket replacement: \$25.00/each; Kayak Replacement: \$1800.00; Paddleboard Replacement: \$1,200.00; Repairs to Kayaks: \$100.00/minimum at \$50.00 per hour plus materials. Equipment not returned within 24 hours of contract return date/time above will be deemed lost or abandoned subjecting renter to replacement costs set

Equipment not returned within 24 hours of contract return date/time above will be deemed lost or abandoned subjecting Renter to replacement costs set forth herein above.

Bent paddles, folded (warped) canoes and severely damaged watercraft and equipment will be charged the replacement cost set forth herein above. Whether damaged equipment will be repaired or replaced rests in the sole discretion of WWFW, LLC whose decision shall not be subject to challenge by Renter(s).

**Initial:** \_\_\_\_\_

**Kayak/Paddleboard Rules:**

- 1) Lifejackets must be worn at all times paddleboarding or kayaking.
- 2) Do not use paddles to push off the bottom, as it breaks the ends of paddles.
- 3) I will return the kayak/paddleboard empty of any trash or be subject to a \$10.00 cleaning fee.
- 4) No dragging kayaks/paddleboards across gravel, pavement or concrete, as it causes holes.

Paddles, life vests and whistle, are included in the watercraft rental cost: Renter is exclusively responsible to select life vest size to serve intended purpose. Renter has not relied upon any oral representation of WWFW, LLC, it's agent, servant or employee in selecting life jacket size.

**General Policies:**

- 1) Photo I.D. and/or current drivers license are required at the time of pickup.
- 2) Renter must be at least 18 years old.
- 3) Renter must provide credit card authorization or cash in the amount of \$ 125.00 to cover any replacement; repair or late fees assessed pursuant to the within Rental Agreement. Amount paid will be refunded, less any additional costs upon return and inspection by WWFW.
- 4) A deposit in the amount of \$ 25.00 is due at the time of reservation.
- 5) Payment of the rental fee, in full, is due at pickup of watercraft/equipment.

### **Renter's Duties and Obligations**

Renter hereby rents from WWFW, LLC the below listed watercraft/equipment (the "equipment") for the period(s) and charges specified. Renter agrees, as further consideration for such, that Renter and all members of Renter's party will comply with the following Duties and Obligations.

- 1) All rented equipment must be operated in strict compliance with all state and federal laws and in compliance with all safety and operating procedures provided in this Agreement. Failure to follow the law, procedures, rules or verbal instructions authorizes WWFW, LLC to immediately terminate this agreement. WWFW, LLC reserves the right to refuse use of the equipment by anyone.
- 2) Renter understands the Renter is hereby assuming responsibility for all persons in Renter's party, whether adults or minors, utilizing any of the equipment, and for their acts which may cause damage or injury to property or persons. Renter is in good health, not under the influence of alcohol or drugs and is otherwise capable of safely operating the equipment provided.
- 3) Renter agrees to promptly return all equipment rented to the area rented from (if picked up or at place delivered) at the end of the rental period ("Return Date/Time") in good condition. Renter agrees that Renter is liable for all "Additional Charges" as may be determined by WWFW, LLC upon return of the equipment. Renter shall immediately notify WWFW, LLC if equipment is damaged or stolen.
- 4) Renter understands and agrees that WWFW, LLC reserves the exclusive right to repossess the equipment at any time due to unsafe or improper use, and/or if in the opinion of any WWFW, LLC employee, Renter becomes incapacitated, violates any terms of this agreement, or allows unauthorized or unfit person(s) to operate equipment. Renter agrees and understands in such case, no portion of the rental fee will be refunded.

### **Renter Responsible for Loss or Damage and Cost of Repair to Equipment**

Renter agrees to pay the full cost of repairing any damage occurring to the equipment during the period rented under this agreement and/or while it is in the Renter's possession and control. Such cost of repairing will include not only all parts and labor, but also loss of revenue due to the "down time" as determined by WWFW, LLC. Renter hereby authorizes WWFW, LLC to charge the credit card or retain any cash security provided on contract for the amount of damages/replacement costs incurred.

### **Renter Assumes Risk, Releases and Agrees to Indemnify WWFW, From All Claims**

Renter acknowledges that use of Watercraft Equipment is an activity involving personal danger and hazards. Renter acknowledges having been given any requested instructions regarding the safe use and operation of the equipment, and Renter further represents he/she is capable of compliance and agrees to comply with these procedures and instructions. Renter understands and agrees to abide by the duties/responsibilities owed by Renter (see above). Renter voluntarily participates in these activities with full knowledge of the dangers and hazards involved and Renter expressly agrees to accept these risks and accept responsibility for any all injury, death, or damage to persons or property occurring while equipment is being rented and under the terms of this agreement.

Renter hereby voluntarily releases, discharges, waives and relinquishes any and all claims or causes of action for personal injury, property damage, or wrongful death occurring to Renter, or others, arising from the use of the watercraft equipment rented hereunder, or any activities incidental thereto. Renter further agrees to indemnify WWFW, LLC, and hold harmless WWFW, LLC, from and against any and all claims, actions, damages, costs, and expenses, including attorney's fees, against or incurred by WWFW, arising from any use of the equipment rented under this agreement, including any claims or actions by any person whom Renter allows to use the equipment while it is being rented under the terms of this agreement. All legal action will be in Martin County, Florida.

I have carefully read this entire agreement (including Renter's Duties and Obligations and the Kayak/Paddleboard Rules) and I fully understand the terms herein contained and by signing, I agree to be lawfully bound to this agreement and that I am doing so of my own free will.

**CANCELATION POLICY**

- Cancellations made five (5) days or more of pick-up date: customers will receive a 90% refund (minimum \$1.00 retained by WorldWide FlyWorks, LLC; all refunds based on subtotal).
- Cancellations within four (4) to one (1) day(s) or less of pick-up date will receive a 50% refund.
- Cancellations within 24 hours or less of scheduled pick-up will not receive any refund.
- There are no refunds for illness, weather, early returns or non-usage.
- Individuals named on the contract must be present at the time of pick-ups or item(s) will not be released.

I HAVE READ THE THREE (3) PAGES OF THIS CONTRACT AND UNDERSTAND MY RESPONSIBILITIES ARE LEGALLY BINDING AND ENFORCEABLE.

**Renter Signature:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**Print Name:**\_\_\_\_\_

**FEE'S**

**Single Kayak: \$40.00 (1/2 day)** \_\_\_\_\_ **\$60.00 (24 hours)** \_\_\_\_\_ **\$40.00 (ea. addtl. 24 Hrs)** \_\_\_\_\_

**Tandem: \$60.00 (1/2 day)** \_\_\_\_\_ **\$80.00 (24 hours)** \_\_\_\_\_ **\$60.00 (ea. addtl. 24 Hrs)** \_\_\_\_\_

**Paddleboard: \$40.00 (1/2 day)** \_\_\_\_\_ **\$60.00 (24 hours)** \_\_\_\_\_ **\$40.00 (ea. addtl. 24 Hrs)** \_\_\_\_\_

**Fishing Kayaks fully rigged day Price:**\_\_\_\_\_ **\$150.00 Includes Reel, Rod, bait bucket, tackle storage locker,**  
**(15.00 redeemable coupon for shrimp) No Tackle will be included.**

**CREDIT CARD INFORMATION**

**Card #:**\_\_\_\_\_ **Exp Date:**\_\_\_\_\_ **3 Digit Code:**\_\_\_\_\_

**NAME AS IT READS ON CARD:**\_\_\_\_\_

**Kayak**\_\_\_\_\_ **FOR**\_\_\_\_\_ **# DAYS**      **Return Date/Time:**\_\_\_\_/\_\_\_\_/\_\_\_\_ **@**\_\_\_\_ **:**\_\_\_\_ **A.M. or P.M.**

**Rental Fee:**\_\_\_\_\_

**FOR OFFICE USE ONLY:**

Date/Time Returned:\_\_\_\_\_

Condition/Damage of watercraft/equipment upon return:\_\_\_\_\_

Additional costs for damages, repairs, replacement and/or late fee's (itemized)

Staff member inspected watercraft/equipment upon return: \_\_\_\_\_

I, \_\_\_\_\_, (Renter) hereby acknowledge and agree to pay the additional charges assessed for repair, replacement and/or late return of the watercraft and/or equipment assessed pursuant to the terms herein above.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Failure and/or refusal of Renter to sign shall have no effect of WWFW's right to recover additional charges pursuant to the within Rental Contract or avail itself to any and all remedies available in law or equity.

#### **Waiver and Release of Liability**

#### **Kayaks, Paddleboards and Related Watersports Equipment**

Watercraft and Equipment Rental Agreement between WorldWide FlyWorks, LLC Jensen Beach Florida (hereinafter WWFW) and the undersigned, herein called, "Renter." This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify WWFW and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of Kayaking or Paddleboarding Equipment, premises or facilities or Renter's participation in kayak or paddle sports activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that I may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of WWFW. Please initial each item and sign below to acknowledge acceptance of this agreement.

\_\_\_\_\_ Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating watercraft or equipment from WWFW. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, watercraft or equipment from WWFW. Failure to obey law, regulations or instructions provided by WWFW may result in termination of the Rental Agreement.

\_\_\_\_\_ Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip. Renter shall not engage in watercraft activity while under the influence of alcohol or drugs.

\_\_\_\_\_ Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the Watercraft and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (WWFW) the full cost of repair or replacement, as determined by WWFW pursuant to the Renter Contract signed simultaneously herewith.

\_\_\_\_\_ Renter shall return watercraft and equipment in the condition in which it was received. Charges for replacement, repairs, labor and cleaning will be applied in the event watercraft or equipment require replacement repair or excessive cleaning, as determined by WWFW. Renter agrees to use all equipment for its designed purpose only.

\_\_\_\_\_ **RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking and Paddleboarding are activities with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFD's (Lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING WATERCRAFT AND EQUIPMENT.** Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Kayaking or Paddleboarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to WWFW, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity.

**RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**

\_\_\_\_\_ **RELEASE OF LIABILITY:** Renter hereby RELEASES WWFW, its owners and its employees from liability for negligence and HOLDS HARMLESS the WWFW, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said watercraft and/or Equipment.

\_\_\_\_\_ This agreement constitutes the entire agreement between WWFW and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by WWFW to Renter, except as contained herein, and WWFW shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not WWFW's agent while using said watercraft(s) or Equipment. The laws of the State of Florida shall govern this agreement.

**WWFW RESERVES THE RIGHT TO REFUSE USE OF WATERCRAFT/EQUIPMENT TO ANY PERSON WITHOUT CAUSE.**

**WWFW RESERVES THE RIGHT TO TERMINATE RENTAL CONTRACT EXECUTED SIMULTANEOUSLY HERewith AND RETAKE POSSESSION OF THE WATERCRAFT AND EQUIPMENT SHOULD, IN WWFW SOLE DISCRETION, RENTER BECOMES UNFIT TO ENGAGE IN WATERCRAFT ACTIVITIES, VIOLATES TERM OF THE WITHIN WAIVER/RELEASE AND/OR SAID RENTAL CONTRACT, OR ALLOWS AN UNFIT/UNAUTHORIZED INDIVIDUAL TO USE THE WATERCRAFT AND EQUIPMENT. IN SUCH CASE RENTER ACKNOWLEDGES THAT HE/SHE SHALL NOT BE ENTITLED TO A REFUND OF ANY PORTION OF THE RENTAL FEE**

**I have read and understand the above. I agree to the terms and conditions as stated.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Driver's License Number and State: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_