Mississippi Department of Wildlife, Fisheries, and Parks' Kayak Rental Rules, Policies, and Liability Waiver

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 or renting watercraft or equipment from MDWFP. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from MDWFP.

____ 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 bear all risk and responsibilities of and for any and all damage, loss or theft of the rental watercraft and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the lessor (MDWFP) the full cost of repair or replacement. Renter shall return all watercraft and equipment in the condition in which it was received. Renter agrees not to drag kayaks across gravel, pavement or concrete, as it causes holes.

____ Rental watercraft and/or equipment may not be transported or used outside the Mississippi State Park where the rental occurred. (Except Bear Creek/Tishomingo State Park)

____ Renter agrees to use all equipment for its designed purpose only. Renter agrees not to stand in kayak, splash other participants, or ram other kayaks.

____ Renter will return equipment within one hour of the date and time listed on the contract. Equipment left unattended (during closed hours) will be charged a $25.00 fee regardless of the reason unless arrangements are made before hand with a staff member. Should the equipment be lost or stolen while left unattended, the renter will be responsible for all replacement costs at full retail prices. Late fees are assessed at 1.5 times the daily rate for each day the equipment is not returned, including holidays and closed dates. This is strictly enforced as it jeopardizes another person's trip. Any late equipment affecting another person's rental will be charged the entire cost of the other rental.

____ RECOGNITION OF RISK: Renter expressly acknowledges that kayaking and canoeing, are activities with inherent risks of injury to persons and property. RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. Renter acknowledges that PFDs (Lifejackets) are made available and that ALL RENTER ARE REQUIRED TO WEAR PFDs/LAIFEJACKETS WHILE USING RENTAL WATERCRAFT AND EQUIPMENT. Renter understands that use of PFD does not remove all risks of injury; nor does PFD use make Kayaking and Canoeing 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 Lessor, including owner or 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 Lessor (MDWFP), its owners and its employees from liability for negligence and HOLDS HARMLESS THE LESSOR, its owners and its employees from any loss, expense or cost, including attorney fees, arising out of any damage 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 MDWFP and Renter. MDWFP shall not be liable for any loss or injury to Renter nor to anyone else, of any kind however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said Watercraft or Equipment. The laws of the State of Mississippi shall govern this agreement. NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I have read and understand the above. I agree to the terms and conditions as stated and I am signing for my minor child who is at least 16 years old.

Child's Name:_____

Signature:_____Date:_____

Print Name:_____

Driver's License Number and State:_____

Phone:_____Emergency Phone:_____

E-mail_____

Date/Time of Rental_____Expected Return Date/Time_____