

**STONE HARBOR WILDERNESS SUPPLY, LLC**  
**EQUIPMENT RENTAL AGREEMENT, WAIVER AND RELEASE OF LIABILITY**

I fully understand and acknowledge that outdoor recreational activities have inherent risks, dangers and hazards and such risks exist in any use of kayaking, canoeing, stand up paddle boarding, cross country skiing and other equipment that I may rent from Stone Harbor Wilderness Supply, LLC. ("Stone Harbor"). My participation in such activity and/or use of such equipment may result in injury or illness, including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that may cause serious disability. These risks and dangers may be caused by the negligence of the participants, the negligence of the owners, employees, officers or agents of Stone Harbor, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, water, outdoor or recreational environment.

In consideration of Stone Harbor furnishing kayak, canoe, stand up paddle board, cross country skis and other equipment to enable me to participate in kayaking, canoeing, cross country skiing and other outdoor recreational activities, I agree that by my use of the equipment and/or participation in these activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of Stone Harbor, or any other person, including myself. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession, and I am capable of pursuing the sport of kayaking, canoeing, stand up paddle boarding, cross country skiing and any other activity using equipment of Stone Harbor. My participation in all activities using Stone Harbor equipment is voluntary. I also agree to wear properly secured and approved personal floatation devices and other appropriate safety equipment at all times.

I, on behalf of myself, my personal representatives and heirs hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Stone Harbor and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or otherwise which may arise out of my use of kayaking, canoeing, stand up paddle boarding, cross country skiing or other equipment of Stone Harbor or my participation in kayaking, canoeing, stand up paddle boarding, cross country skiing and other recreational activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct of the owners, agents, officers or employees of Stone Harbor.

Stone Harbor advises that renters DO NOT take their rented kayaks, canoes or stand up paddle boards onto Lake Superior. Lake Superior has the characteristics of an ocean and is subject to quickly changing conditions including: very high winds, large sudden waves, shipping traffic and extremely cold water temperatures. Renters taking kayaks, canoes or stand up paddle boards out on Lake Superior do so at their own risk and not doing so with the permission of Stone Harbor Wilderness Supply.

I agree to abide by all laws governing the use of the equipment rented from Stone Harbor Wilderness Supply and the activities that they will be used for.

**I HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE STONE HARBOR FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I AGREE TO PAY THE FULL COST OF ANY DAMAGE DONE TO THE EQUIPMENT DURING THE PERIOD OF TIME OF RENTAL. I FULLY UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Dated:

\_\_\_\_\_  
Signature

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

**FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS:**

I certify that I, as parent or guardian with legal responsibility for this minor Participant, \_\_\_\_\_ (print minor Participant's Name), do consent to his/her release as provided above for myself, my child, and/or our heirs and I hereby release and agree to indemnify and hold harmless Stone Harbor from any and all liabilities incident to my minor child's involvement or participation as described above.

Dated:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Signer's Name on Behalf of Minor

**STONE HARBOR EQUIPMENT RENTAL**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

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

email address \_\_\_\_\_

Equipment Rental Date \_\_\_\_\_ Return Date \_\_\_\_\_

Renters are responsible for returning equipment by the end of the business day on the return date. After that date renters will be charged the full rental rate plus a 25% percent penalty for the period beyond the return date.

**THE FOLLOWING SECTION IS TO BE COMPLETED BY STONE HARBOR STAFF**

Equipment Rented	Equipment Number
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

The above equipment rented from Stone Harbor Wilderness Supply is in good condition and has no apparent flaws. If there are any flaws in the equipment they must be listed below.

Flaws to equipment rented when prior to leaving Stone Harbor:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Stone Harbor Staff Person \_\_\_\_\_ Date \_\_\_\_\_

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_

Upon return of rented equipment Stone Harbor Staff and person renting equipment will look over equipment to ensure that it is returned in the same quality as when it was initially rented.

Any new flaws or damage to equipment:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Stone Harbor Staff Person \_\_\_\_\_ Date \_\_\_\_\_

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_