

Off Dock	Boats/Boards/Equipment	Accessories
Time Out		# Paddles
Due In		# PFD's

TEST PADDLER INFORMATION

Name _____ Order/Invoice # _____

Home Address _____

City _____ State _____ Zip _____

Cell Phone _____ Alternative Phone _____

Email _____ Yes, email me your newsletter!

TEST PADDLE AGREEMENT

This Test Paddle Agreement is between Hayward Outfitters, LLC., herein after referred to as "OUTFITTER" and "TEST PADDLER," who is identified above and whose signature is below. "EQUIPMENT" is defined as anything used by "TEST PADDLER" that is supplied by "OUTFITTER".

"OUTFITTER" represents:

- That the "EQUIPMENT" is in good working order, condition and repair when supplied.

"OUTFITTER" agrees to:

- Rent the "EQUIPMENT" to "TEST PADDLER" for a fee or at no charge for an agreed upon amount of time.

"TEST PADDLER" represents:

- That he or she is capable of operating the "EQUIPMENT" lawfully and safely.

"TEST PADDLER" agrees:

- To pay "OUTFITTER" to rent the "EQUIPMENT" for an agreed upon amount of time, if it is not free.
- To Stay within the designated test paddle area.
- To obey all state and local laws while using "EQUIPMENT".
- That dogs are not allowed on or in "EQUIPMENT".
- To wear a personal floatation device at all times while using "EQUIPMENT".
- To be responsible for "EQUIPMENT"
- To not damage the "EQUIPMENT".
- To pay all costs associated with repairing damaged "EQUIPMENT" while in possession of the "TEST PADDLER".
- That the provisions of this document are binding upon me and my heirs and personal representatives.

"TEST PADDLER" ACKNOWLEDGES THAT HE OR SHE IS NOT UNDER DURESS, HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS

Signature _____ Date _____

TEST PADDLER WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

WAIVER OF LIABILITY: I HEREBY WAIVE ALL CLAIMS OF ANY NATURE I MAY HAVE AGAINST "OUTFITTER". I HEREBY WAIVE ALL CLAIMS, FOR ANY LOSS, DAMAGE OR EXPENSE I SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN WATER SPORTS OR ANY OTHER ACTIVITY AT OR WITH "OUTFITTER".

ASSUMPTION OF RISK: I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR EXPENSE I MAY SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN WATER SPORTS OR ANY OTHER ACTIVITY AT OR WITH "OUTFITTER".

INDEMNIFICATION: I HEREBY INDEMNIFY AND AGREE TO HOLD HARMLESS "OUTFITTER" FROM ANY LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, FOR ANY CLAIMS MADE AGAINST "OUTFITTER" BY ANY THIRD PARTY FOR MY PERSONAL INJURY OR DEATH CAUSED BY WATER SPORTS OR ANY OTHER ACTIVITY AT OR WITH "OUTFITTER".

The provisions of this document are binding upon me and my heirs and personal representatives. If the participant is a minor, this document must be signed by the minor's parent or legal guardian and the parent or legal guardian certifies to "OUTFITTER" that he or she has read, understands and agrees to this document.

Signature _____ Date _____