

## Green Oaks Canoe Checkout Procedure

### Insurance Requirements:

- The canoes will be individually locked up.
- Keys for each canoe will be checked out from campus security personnel in the Security Office.
- Prior to checkout each person using the watercraft must sign a consent / waiver and release form.
- The person will also be provided an equipment inspection checklist that must be returned when the key is returned after use.
- Any prior damage would be noted on the checklist.

### Canoe checkout procedure:

The canoes will be numbered. Canoes will be checked out on a first come, first serve basis. The boater will come to administrative services and check out a boat by number. Boater must sign a waiver and release form prior to the release of a key for a particular canoe. Each passenger in the boat must sign a Waiver and Release form. A checklist will be provided to the boater which needs to be signed and returned with key upon completion of use. All keys must be returned upon completion of use.

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### Boater's Checklist

Before departure, always be sure your vessel is in good working condition and properly equipped for emergencies. Avoid inconvenience and potential danger by taking a few minutes to check the following:

Life jackets (1 per person) Life jackets must be in the boat at all times.

Yes \_\_\_\_\_ No \_\_\_\_\_

Visual inspection of canoe. Is it in good order? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you have a paddle? Yes \_\_\_\_\_ No \_\_\_\_\_

Was the canoe secured (locked) upon completion of use? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. **DISCLAIMER** This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Knox College. \*(For purposes of this Waiver and Release, the term "Knox College" includes all employees, trustees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Knox College). If any other rental agreement is used in addition to, or in conjunction with, this Release, the provisions of this Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. If applicable, the undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Knox College all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Knox College of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Knox College.

Initials: \_\_\_\_\_

II. **EXPRESS ASSUMPTION OF RISK** The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Knox College at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence or fault of Knox College.

Initials: \_\_\_\_\_

III. **WAIVER/RELEASE OF LIABILITY** By the execution of this Release, the undersigned agrees that Knox College shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Knox College. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Knox College shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Knox College shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Knox College** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Knox College. Initials: \_\_\_\_\_

IV. **LIABILITY TO THIRD PARTIES** The undersigned hereby agrees that he/she will indemnify and hold harmless Knox College for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Knox College, even if such damages arise out of the negligence or fault of Adventure Boat Rentals. Initials: \_\_\_\_\_

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Knox College with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Knox College for Knox College's negligence. Initials: \_\_\_\_\_

I have read the above agreement and understand and agree to the terms therein.

\_\_\_\_\_ Date \_\_\_\_\_

Renter

\_\_\_\_\_  
OPERATOR/PASSENGER

\_\_\_\_\_  
OPERATOR/PASSENGER