

KAYAK RENTAL AGREEMENT, WAIVER OF LIABILITY, AND DISCLOSURE

PLEASE READ CAREFULLY - THIS IS A LEGALLY BINDING AGREEMENT

By renting and / or using equipment from Success Planning Solutions, the undersigned customer agrees to the following terms and conditions:

1) ACTIVITY DESCRIPTION

Renter is voluntarily participating in a self-guided or guided kayaking experience through natural waterways, including springs, rivers, estuaries, and surrounding ecosystems. This experience may include viewing wildlife, navigating changing water conditions, and extended exposure to outdoor elements.

2) ASSUMPTION OF RISK

Renter understands and acknowledges that kayaking and related outdoor water activities involve inherent risks, including but not limited to:

- *Drowning, injury, or death.*
- *Capsizing or falling into the water*
- *Collisions with other vessels, objects or natural obstacles.*
- *Exposure to wildlife (including but not limited to fish, reptiles, birds, insects and mammals)*
- *Unpredictable weather, currents, tides, and water conditions.*
- *Sun exposure, dehydration, heat exhaustion, or hypothermia.*
- *Equipment malfunction or failure.*

Rent voluntarily assumes all risks, known and unknown, and accepts full responsibility for any injury, loss, or damage.

3) RELEASE OF LIABILITY

Renter hereby releases, waives, and discharges Success Planning Solutions, its owners, employees, contractors, affiliates, and agents from any and all claims, liabilities, damages, or causes of action arising out of or related to participation in this activity, including those caused by negligence, to the fullest extent permitted by law.

4) RESPONSIBILITY FOR EQUIPMENT

Renter agrees that all rented equipment (including kayaks, paddles, life jackets, drybags and accessories) remains the property of Success Planning Solutions at all times.

Renter accepts full financial responsibility for:

- *Lost, stolen, or damaged equipment*
- *Equipment not returned for any reason*
- *damage caused by misuse, neglect, or reckless behavior*

Renter agrees to pay the full replacement or repair cost as determined by Success Planning Solutions

5) THEFT, LOSS, AND DAMAGE

Renter understands and agrees:

- *All equipment is rented at Renter's sole risk*
- *Theft, disappearance, or damage of equipment is the Renter's responsibility regardless of fault*
- *Renter authorizes Success Planning Solutions to charge the payment method on file for any losses, damages, late fees, or recovery costs*

6) TIMELY RETURN / FAILURE TO RETURN

All equipment must be returned on or before the agreed return time.

Failure to return equipment in a timely manner will result in:

- *Additional hourly or daily late fees*
- *Full replacement charges if equipment is not returned in a reasonable timeframe*
- *Potential reporting to law enforcement for unreturned or unlawfully retained property*

Renter agrees that failure to return equipment constitutes unauthorized possession, and Success Planning Solutions reserves all rights.

7) SAFETY REQUIREMENTS

Renter agrees to:

- *Wear a life jacket where required by law or instructed*
- *Operate equipment responsibly and within personal ability*

- *Follow all safety instructions and posted regulations*
- *Avoid restricted or hazardous areas*
- *Not operate under the influence of drugs or alcohol*

Success Planning Solutions reserves the right to terminate the rental without refund if unsafe behavior is observed.

8) WEATHER & ENVIRONMENTAL CONDITIONS

Renter acknowledges that conditions may change rapidly and agrees to assume all risks related to weather, tides, currents, and environmental factors. No guarantees are made regarding water clarity, wildlife sightings, or environmental conditions.

9) OPTIONAL MEDIA / OPTIONAL CINEMATIC MEMORIES

Success Planning Solutions offers optional photography and / or videography services, including aerial drone footage and high-resolution video for an additional fee.

Renter understands:

- *This service is not included in base rental*
- *Availability is not guaranteed*
- *Footage quality may vary due to environmental or technical factors*
- *No refunds will be issued for missed or unusable footage due to conditions beyond Success Planning Solutions control.*

10) PERSONAL PROPERTY

Success Planning Solutions is not responsible for loss, theft, or damage to personal belongings, including phones, cameras, valuables, or other items brought by Renter or company.

11) FITNESS TO PARTICIPATE

Renter affirms they are physically and mentally capable of participating safely.

Renter assumes responsibility of determining their own fitness and ability.

12) INDEMNIFICATION

Renter agrees to indemnify and hold harmless Success Planning Solutions from any claims, damages, or expenses (including legal fees) arising from renter's participation, actions, or breach of this agreement.

13) NO GUARENTEES

Company makes no guarantees regarding:

- Wildlife sightings
- water conditions
- Duration or route of travel
- Overall experience outcomes

14) GOVERNING LAW

This agreement shall be governed by the state of Florida.

15) ACKNOWLEDGMENT

By signing at booking & in person on printed documents, Renter acknowledges that they have read, understood, and agreed to all terms of this agreement, and that they are giving up substantial legal rights, including right to sue.

Renter Name: _____

Signature: _____

Date: _____

Emergency Contact: _____

Success Planning Solutions Rep. _____