



Vanishing Texas River Cruise

Kayak Rental Agreement

First Name		Last Name	
Address			
City	State	Zip	
Home Phone	Cell Phone	How did you hear about us?	
Email	Employer	Counterpoint Ticket # (Clerk Entry)	

Standard Rental - 2 hour	\$30	# Boats	Subtotal
Standard Rental - 4 hour	\$40	# Boats	Subtotal
Standard Rental - 8 hour	\$65	# Boats	Subtotal
Upgrade to Tandem	\$10	# Boats	Subtotal
Upgrade to 14' Elite Kayak	\$10	# Boats	Subtotal
Sales Tax 6.25%	Subtotal	Total # Boats Rented	Total Due

Rental Fees: Minimum Rental is 2 hours. In addition to regular charges a fee of \$10.00 for each hour or part thereof for equipment returned late may be assessed.
Full payment for rental(s) must be paid prior to departure.

Departure Time		Equipment Returned	Life Jacket(s) / Paddle(s)
Return Time Due		Damage / Loss Fees Due	
Actual Return Time		Additional Time Fees Due	

Rental Agreement - Customers may use Vanishing Texas River Cruise equipment subject to their prior certification for the type of boat they wish to rent. Customers are personally responsible for damage/theft/loss of any and all equipment caused by their own negligence or carelessness. **I agree to reimburse Vanishing Texas River Cruise for any equipment loss and to pay for the repair, to Vanishing Texas River Cruise satisfaction, of any equipment damage caused by my neglect.**

Rentor Signature

Date

Dock Attendant: _____

Unconditional Release of Liability on back - Signature Required
Unconditional Release of Liability

Boat & Equipment Rental Agreement made between Vanishing Texas Tours, Inc., a Texas Corporation, d/b/a Vanishing Texas River Cruise, Burnet, Texas, herein called VTRC and the undersigned herein call Renter.

In addition to regular charges, the following charge may be levied: -A charge of \$10.00 for each hour or part thereof for equipment returned late.

Renter shall obey all state and local Boating Regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the boats. In the event of a citation for violation of these rules the Renter shall be solely responsible. Renter agrees to immediately notify VTRC of any incidents or injuries occurring while renting boats.

Renter represents that he or she is capable of operating the Equipment and finds it in good working order, condition and repair.

Renter shall bear all risk of damage or loss of the Equipment, or any portions thereof, including but not limited to damage or theft, and shall pay VTRC the cost of repair or replacement.

RECOGNITION OF RISK; Renter expressly acknowledges that boating is an activity with inherent risks of injury to persons and property; Renter is aware of those risks and understands them. Renter acknowledges that lifejackets are made available for use while boating, and that all boaters are required to wear lifejackets while operating a rented boat. Renter understands that use of a lifejacket does not remove all risks of injury; nor does it make boating a safe activity. 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 VTRC, including Owner and 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 VTRC, its owners and its employees from liability for negligence, and HOLDS HARMLESS VTRC, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said boat.

This agreement constitutes the entire agreement between VTRC and Renter and no term may be waived or modified (including this provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by VTRC to Renter, except as contained herein, and VTRC shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not VTRC's agent while using said Equipment. The laws of the State of Texas shall govern this agreement.

Signed by Participant(s)	Printed Name(s)	Age(s)

Participants under 18 – Parental Consent

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

AND I, the minor's parent and/or legal guardian, understand the nature of the Activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that it, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, the minor, or anyone on the minor's behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of liability to the greatest extent allowed by law, and agree that if any portion of the agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Parent/Guardian Signature:	Date:
Print Child(ren's) Names / Ages:	