

# CanoeSport Outfitters' Raccoon River Park Rental Agreement

*Canoe, Kayak, Stand Up Paddleboard, Paddleboat, and Bicycle Rentals*

	1/2 Hour Rate	Hourly Rate	Daily Max	Bikes	Hours	Total
Bicycle .....	\$10.00	\$15.00	\$55.00	_____	_____	_____
Burley .....	\$15.00	\$20.00	\$70.00	_____	_____	_____
Lock # _____	\$3.00			_____		_____

Time Out \_\_\_\_\_ Time In \_\_\_\_\_ CSO Staff \_\_\_\_\_ Total Hours \_\_\_\_\_ Amount Due \_\_\_\_\_

CanoeSport Outfitters operating at Raccoon River Park in West Des Moines agrees to rent the following bicycle (the "bicycle") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below and included on the Waiver of Liability.

Bicycle ID	Serial Number	Helmets
_____	_____	_____
_____	_____	_____

You Must Leave Your ID PLUS One Of The Following:

Keys      Credit Card      Cell Phone      Security Deposit \_\_\_\_\_

**INITIAL AFTER READING EACH STATEMENT:**

- A Helmet must be worn and fastened by all riders & passengers at all times.
- Bicycles are not to be taken outside of the park, on rough trails, over jumps, or onto roads.
- I understand I may not possess, consume, or be under the influence of alcohol while riding any bicycle.
- I will not allow any other person, to operate the bicycle unless they have signed a waiver.
- NO REFUNDS ARE GIVEN DUE TO WEATHER OR EQUIPMENT BROKEN WHILE BEING USED!
- Late charges may be assessed at \$10.00/hour for every hour a bicycle is late in addition to hourly fees.
- A \$20 charge will be added to all late fees if staff is required to retrieve a bicycle or equipment!
- I understand I may be charged additional fee of \$20 if the bicycle returned requires excess cleaning.
- Taking possession of the bicycle and related equipment confirms it to be in working order. Damage to any equipment due to an accident or crash, caused by the renter or another party, will be paid for by the renter.

**RENTAL CONTRACT**

I, the undersigned, hereby agree to return all rented equipment in the same condition in which it left the rental facility. I understand the rules required to rent equipment and agree to follow those rules and require all passengers or others using the equipment to follow the rules stated above.

Renter's Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ DOB \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

**X**(Signature) \_\_\_\_\_

**Raccoon River Park Rental Hours from Memorial Day Until Local School Starts  
 Sunday through Friday 10 am to 9 pm \* Saturday and Holidays 8 am to 9 pm  
 Call or visit [www.canoesportoutfitters.com](http://www.canoesportoutfitters.com) for further rental information**

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**Read the following fully prior to signing. This is a legally valid and binding obligation to release Canoesport America, Inc. from all known and unknown obligations, and to indemnify CanoeSport America, Inc. against claims brought against it based upon your use of a bicycle.**

I am a person of legal age and will be referred to as "Releasor" in this document. CanoeSport America, Inc. and d/b/a CanoeSport Outfitters, employees, agents instructors, operators, bailees, heirs, administrators and executors, successors and assigns will be referred to as "Releasee" in this document.

In consideration of CanoeSport Outfitters at Raccoon River Park furnishing bicycles and related equipment, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities, including the operation of a bicycle, have inherent risks, dangers, and hazard. By renting equipment and participating in these activities I am accepting the potential risks. Releasor, and/or Releasor's spouse, child or ward, intends to rent equipment or participate in bicycling activities organized or offered by CanoeSport America, Inc. In consideration of being permitted to so participate, Releasor and Releasor's spouse, child, ward, heirs, legal representatives, administrators and executors, successors and assignees, hereby covenant not to sue and release, waive and discharge Releasee from any claim or cause of action of whatever kind, arising out of any known or unknown personal injuries known or unknown, death or property damage, including any claim of loss of consortium, resulting from any accident that may occur as a result of participation in this activity, whether caused by negligence or not.

I, the undersigned, hereby agree not to sue and release CanoeSport America, Inc., individually and d.b.a. CanoeSport Outfitters at Raccoon River Park and its' employees from any claim or cause of action, of whatever kind, arising out of any known or unknown personal injuries, death or property damage, including any claim for loss of consortium, resulting from any accident that may incur as a result of participation in this activity, whether caused by negligence or not. I assume full responsibility for any passengers which may accompany me and forfeit any claim whatsoever on account of first aid, treatment or service rendered during participation in this activity by myself or passengers. I, the undersigned, understand I am renting a bicycle at my own risk and accept full responsibility of said contract. I further agree to pay for all lost or damaged equipment while I am renting it under said contract.

**I understand there is no consuming of alcohol allowed during the rental and I am required to wear a helmet at all times.**

This Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state of Iowa. If any portion of this Release and Waiver of Liability is held invalid, it is agreed that the balance shall continue in full force and effect.

This release contains the entire agreement and the terms of this release are a binding contract.

I have carefully read this Release and Waiver of Liability before signing.

Renter's Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

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

Emergency Contact \_\_\_\_\_

## Passenger Signatures

\_\_\_\_\_

Guardian Signature \_\_\_\_\_

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### QUESTIONS:

- Are we going to require a security deposit and refund that amount when the bike is returned?
- If we are, do we need some wording that states they agree to this charge if we determine the bike has been damaged? In other words something that makes it difficult for them to contest the charge?

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