



Raleigh Parks, Recreation and Cultural Resources Boat Rental / Usage Release of Indemnity Agreement



WHEREAS, the undersigned has requested the use of services, equipment or facilities belonging to or under the auspices of the CITY OF RALEIGH, North Carolina, and to engage in activities for the exclusive benefit of undersigned; and, WHEREAS, the undersigned agrees to do so at his or her own risk, and recognizing the possible and inherent dangers to his or her person or property resulting there from; and, WHEREAS, the CITY OF RALEIGH does not wish to be liable for any damages arising from personal injury or property damage sustained thereby; NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the undersigned does hereby for him/herself, his/her heirs, executor, employers, successors or administrator, and personal representatives:

- Assume full responsibility for any personal injury or any damage to his or her personal property, which may occur, directly or indirectly, in the course of participation in the rental of a Raleigh Lakes boat on the date indicated below.
- Fully and forever release and discharge the CITY OF RALEIGH, its agents, officials and employees, from any and all claims, demands, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the above described activity.
- Agree that it is the intent of the undersigned that this RELEASE AND INDEMNITY AGREEMENT shall be in full force and effect any time after the execution hereof.

The following are **weather conditions** for boat rentals:

- ALL boats must dock at the first sign of thunder or lightning, and boat rentals will be stopped until 30 minutes after the last sign of thunder or lightning.

Raleigh Lake **staff** has the right to stop boat rentals at any time they see necessary due to any possible weather conditions such as high winds, storm threats, or any other weather related issues.

A **Drivers License** is required as a deposit for each boat – It is the **RENTER's** responsibility to pick it up after the rental.

Name of Participant (Please Print)	Telephone Number
Full Address, City, State, and Zip Code	# of Boaters in Party
Signature of Renter: _____ Date: _____	_____

Renter's INITIALS: _____ **"I have read and agree to abide by the following policies and regulations."**

CITY OF RALEIGH Park Policies & Regulations

- **NO Alcoholic** beverages of any type allowed. Persons consuming alcohol will be denied use of the lake.
- **NO swimming** is allowed anywhere on the lake.
- Pets are not permitted on rental boats.
- The possession or use of firearms is strictly prohibited.
- Please deposit all trash and refuse in receptacles.
- The park closes promptly at dusk (**boats must be off water 15 minutes prior to sunset**).
- **NO beaching** the boat at any time.

I fully understand CITY OF RALEIGH Park Policies & Regulations, and that personal flotation device (PFD) – provided by the CITY OF RALEIGH – must be worn at all times while on the water. This is a mandatory requirement. PFD's **will** be worn at all times regardless of weather conditions or swimming abilities.

Failure to do so will result in the loss of fees, and the renter will be ordered to dock the boat.

PARK STAFF ONLY

<u>Boat Type</u>	<u># of Hours:</u>	<u>Amount Received:</u>	<u>Staff Initials:</u> _____
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- Jonboat w/o motor
- Pedal Boat
- Canoe
- Kayak (Single)
- Kayak (Double)
- Sunfish Sailboat
- Stand Up Paddleboard (SUP)

TIME OUT: _____

TIME IN: _____