



Davroc, LLC  
dba The Trading Post  
314 Kent Road - Route 7 North  
New Milford, CT 06776  
(860) 354-3276 • (860)354-9389 (Fax)  
www.tp-kayaks.com  
E-MAIL:info@trading-post-ct.com

## KAYAK LEASE AGREEMENT

Name (Please Print) \_\_\_\_\_ (Lessee) Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Phone (h) \_\_\_\_\_ Phone (w) \_\_\_\_\_  
Equipment Rented \_\_\_\_\_  
Pick-up Date/time \_\_\_\_\_ Drop-off Date/time \_\_\_\_\_  
Pick-up Location \_\_\_\_\_ Drop-off Location \_\_\_\_\_  
Rental Cost \_\_\_\_\_ Security Deposit \_\_\_\_\_

## WAIVER OF LIABILITY AND ACCEPTANCE OF RESPONSIBILITY IMPORTANT – READ BEFORE SIGNING

Please note that paddling can be an inherently dangerous activity resulting in serious injury and/or death. Despite being aware of its inherent dangers, I for myself, my heirs, executors, administrators, and assigns, forever waive, release and discharge any and all rights, demands, liability and claims for damages I have against The Trading Post, LLC, its subsidiaries, representatives, offices, managers, members, directors and employees, for any and all injuries in any manner arising or resulting from my participation in any activity involving the use of any equipment leased from The Trading Post, LLC, or its subsidiaries and to indemnify and hold The Trading Post, LLC, its subsidiaries, representatives, officers, managers, members, directors and employees harmless therefrom including payment of all legal fees incurred in the defense of any claim. I freely and voluntarily assume all risks.

The Lessee agrees not to permit the use of equipment by minors, under the age of eighteen years.

Furthermore, I understand that I am personally responsible for the repair or replacement of lost, damaged or stolen items that I have leased and/or used from The Trading Post, LLC. Determination of the reparability of any damaged items is at the sole discretion of The Trading Post management. All terms on the reverse side of this agreement are incorporated in the agreement.

I certify that I have read, understand and enter this agreement, including the terms on the reverse side hereof, as my own free act and deed.

Signed \_\_\_\_\_ (Lessee) Date \_\_\_\_\_

Signed \_\_\_\_\_ (Lessee) Date \_\_\_\_\_

Deposit Amount \_\_\_\_\_ Credit Card Number & Exp. \_\_\_\_\_

Drivers License Number (make file copy) \_\_\_\_\_

Employee (initials) \_\_\_\_\_ Return Condition \_\_\_\_\_ Late Charge \_\_\_\_\_

Date of Birth \_\_\_\_\_



Davroc, LLC  
dba The Trading Post  
314 Kent Road - Route 7 North  
New Milford, CT 06776  
(860) 354-3276 • (860)354-9389 (Fax)  
www.tp-kayaks.com  
E-MAIL:info@trading-post-ct.com

## KAYAK LEASE AGREEMENT – CONTINUED

- Lessee has fully inspected the kayak and all equipment leased to Lessee and is relying on his own judgement in the selection of the kayak. Lessee expressly disclaims any reliance upon any statements or representations by Lessor.
- Lessee agrees to return all the equipment in the condition it was issued to me (i.e. clean and dry). In addition, I agree to pay a per day late fee of \$10.00 (single) or \$20.00 (tandem). failure to do so shall, in the sole discretion of Lessor, result in an additional charge to Lessee of \$25.00
- Lessor makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, and hereby disclaims any such warranties. Lessee agrees that Lessee shall be entitled to the benefit of any kayak's manufacturer's warranties to the extent permitted by applicable law.
- This agreement may not be amended except in writing signed by both parties and shall be binding upon and insure to the benefit of the parties hereto, their successors and assigns. Any provision of this agreement which is unenforceable shall be ineffective only to the extent of such provision without invalidating or rendering unenforceable the remaining provisions hereof. This lease may not be assigned without the written consent of the Lessor. This agreement shall be construed in accordance with the laws of the State of Connecticut.
- In the event Lessor hires an attorney to enforce this agreement, Lessee agrees to pay Lessor's reasonable attorney fees incurred as a result of said breach.

I certify that I have read, understand and enter this agreement, including the terms on the reverse side hereof, as my own free act and deed.

Signed \_\_\_\_\_ (Lessee) Date \_\_\_\_\_