

RENTAL AGREEMENT AND WAIVER for Kayak Campers

• Rental Agreement •

RENTER agrees to rent from DESCANSO BEACH OCEAN SPORTS, Inc. (dba Catalina Island Expeditions™, DBOS, Ocean Sports) the equipment listed on the reverse of this document, subject to the following Conditions and Rules of Operation.

All campers have read the pages "kayak camping on your own" on our website: KayakCatalinaIsland.com

2x2 grid box

2x2 grid box

Descanso Beach Ocean Sports is not responsible for predetermining a paddler's skill or ability. Paddlers should be competent in the equipment they are renting, and practised in emergency procedures and open water rescues: self and assisted. Rescue services are not included in this agreement.

Renter must wear a USCG approved Personal Flotation Device (PFD) whenever using any water-craft rented under this agreement, and must follow all instructions given by DBOS personnel.

2x2 grid box

2x2 grid box

Renter is aware that offshore winds (winds that blow from shore out to sea) and fog are potentially dangerous and is advised to return immediately to shore if these conditions arise.

It is highly recommended that paddlers use the buddy system.

4x1 grid box

2x2 grid box

The Renter will be responsible for any costs arising from: Damage to or loss of the equipment; adjustments in the rental period; or any other costs directly or indirectly attributable to neglect, negligence, equipment misuse or failure, or breach of contract by the Renter. Costs are the responsibility of the renter, and are due and payable upon demand. If the equipment is stolen while in the Renter's possession, Renter will reimburse DBOS at the equipment's Fair Market Value as determined by DBOS.

• Voluntary Waiver, Release from Liability and Indemnity Agreement •

print ALL name(s)

I, _____, _____, _____, _____, and _____

am aware that using watercraft including but not limited to kayaks, and snorkel equipment, exposes me to certain hazards, including but not limited to: death or injury; illness or medical emergency, including the risk of drowning; and damage to, loss or theft of equipment or other personal possessions, during the use of the watercraft, or snorkel gear. I hereby release, indemnify and hold harmless: Descanso Beach Ocean Sports, Inc.; Catalina Island Resort Services (CIRS); Santa Catalina Island Co.; Santa Catalina Island Conservancy; Two Harbors Enterprises; The City of Avalon; Scuba Schools International (the Releasees) and all of their owners, employees, contractors, agents and officers from any and all liabilities, cause of action, claims, demands, costs or debts of any kind or nature arising out of negligence or otherwise and whether brought by me, my heirs, executors or assigns, or by any third persons. I assume the risks of the use and transport of the watercraft, snorkel gear to be used by me, and all of the hazards and dangerous conditions associated with its use and transport. This equipment is for my own use and I will not allow others to use it. I have carefully read and fully understand this entire contract. I am aware that this is a Release of Liability arising from negligence, and that I am assuming all risks, known and unknown, and that this is a contract between myself, DBOS, and the Releasees above involving my giving up important legal rights. I agree to the terms and conditions of this contract. I am signing this of my own free will.

Signature Date

Signature Date

Signature (of parent or guardian if renter is a minor) Date

Signature (of parent or guardian if renter is a minor) Date



Photography / Video Statement - your chance to help DBOS gain recognition in the world.

Please note that any photographs and videos taken at the above named business on Catalina Island may be used in printed and electronic publications, website entries, and marketing materials produced by DBOS et al. In visiting DBOS, Descanso Beach Ocean Sports, Inc., Catalina Island Expeditions™ located on Catalina Island, you hereby waive the right to inspect or approve the finished product and waive any right to royalties or other compensation arising or related to the use of the photograph or video. If you would like an electronic copy of the photograph or video, please contact us directly, Thank you. Please take the time to comment on our Facebook page or other social media, we appreciate your kind reviews!