

| WATERCRAFT USE CONTRACT, WARRANTY AND RELEASE | | Item(s) Used: | Quantity: | Rate: | Amount: |
|--|--|-------------------------|-----------|----------|---------|
| Swatara Watershed Association, Inc., 1929 Black's Bridge Road, Annville PA 17003 (717)838-9580 | | Canoes | _____ | _____ | _____ |
| | | Paddles | _____ | _____ | _____ |
| This agreement and release made and entered into this _____ day of _____ 20____, by and between the Swatara Watershed Association (SWA), Annville PA, and PADDLER: | | Life Vests | _____ | _____ | _____ |
| | | Trailer | _____ | _____ | _____ |
| _____ _____ | | Set Foam Blocks | _____ | _____ | _____ |
| | | 2 Canoe car top carrier | _____ | _____ | _____ |
| _____ _____ | | Delivery Time | _____ | Subtotal | _____ |
| | | Pick-up Time | _____ | Total | _____ |
| _____ _____ | | PU Location | _____ | _____ | _____ |

Whereas, SWA does own and possess certain WATERCRAFT and auxiliary equipment which may be **used ON VARIOUS WATERWAYS AND BODIES OF WATER**; and Whereas, SWA does not engage in guided tours on said WATERWAYS, or/OR BODIES OF WATER, DOES NOT OCCUPY SAID WATERCRAFT, OR accompany said PADDLER during the use period of SWA's WATERCRAFT AND EQUIPMENT; and Whereas, PADDLER does rely upon his own ability and knowledge concerning TRAVELING UPON, TRAVERSING, RIDING, PADDLING UPON and/or otherwise upon said WATERWAYS and/or bodies of water.

NOW THEREFORE, in consideration of the above recitals, property and equipment contained herein, PADDLER agrees as follows:

1: **EQUIPMENT** use: We release the Swatara Watershed Association, owners, board, agents, and members of any and all liability due to PADDLING. The Swatara rises and falls quickly. In the event of high water, PADDLERS are responsible to move THEMSELVES AND the WATERCRAFT to higher ground at a SAFE place AND DISTANCE FROM THE WATER.

2: **Damage:** PADDLER agrees to pay to Swatara Watershed Association the following sums as damage or loss to site equipment and indemnify SWA against any and all loss and/or damage to equipment covered by this agreement at the following amounts:

| | |
|---|---|
| a. WATERCRAFT (CANOE, KAYAK...) | d. 2-CANOE CARTOP CARRIER- LOST OR DAMAGED \$75.00 |
| ➤ Abandoned, totaled, or stolen Replacement Cost \$750.00 | e. CANOE TRAILER |
| ➤ Puncture or tear less than 2" \$35.00 | ➤ Abandoned, Totaled or Stolen – Replacement Cost \$1200.00 |
| ➤ Puncture or tear more than 2" \$75.00 | ➤ Broken Springs (each) \$30.00 |
| ➤ Thwarts or end caps lost or damaged (each) \$12.00 | ➤ Broken Cross-Arms (each) \$15.00 |
| b. PADDLES – LOST OR DAMAGED \$35.00 | ➤ Damaged Hitch \$40.00 |
| c. PERSONAL FLOTATION DEVICE – LOST OR DAMAGED \$50.00 | g. RECOVERY FEE FOR ANY WATERCRAFT RETRIEVED FROM ANY POINT SUBSEQUENT TO EXPIRATION OF RETURN TIME AND PLACE \$75.00 |

3: **Use Time:** From ___ May 1, 20___ Date to ___ October 31, 20___ Date Or Number of days _____

Use Contract:

- PADDLER agrees to return the equipment listed to SWA or their representatives in the same condition as received (except for normal wear and tear incurred through normal use) or pay for damage, losses, theft or the repair necessary to restore them to the same condition as when received for use.
- All equipment lost or damaged beyond repair will be paid for by the PADDLER at the regular replacement price and all damaged equipment which may be repaired will be repaired by the PADDLER on return thereof and the cost for such repairs shall be paid by the PADDLER. Accrued charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment. All cartage charges must be borne by PADDLER.
- Terms: Cash in advance of use.
- SWA may, at their discretion require a security deposit to be held until the satisfactory return of used equipment, at which time it will be returned to PADDLER.
- PADDLER assumes responsibility for LOADING AND UNLOADING OF ALL WATERCRAFT.
- PADDLER understands there is no refund.
- PADDLER shall comply with all laws in anywise relating to the use, operation or maintenance of the property and equipment.
- PADDLER acknowledges that he has fully inspected and accepted said equipment in good condition and repair.
- PADDLER shall pay all fines imposed by the improper use of the property and equipment thereof.
- PADDLER shall pay SWA all costs and expenses including attorney's fees, incurred by SWA in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
- The property and equipment are, and shall at all times be and remain the sole and exclusive property of SWA; and the PADDLER shall have no right, title or interest therein or thereto except or expressly set forth in this document.
- PADDLER acknowledges the existence of 2 dangerous dams on the waters, and PADDLER understands the dangers and location of such dams. PADDLER also understands that WATERCRAFT MUST BE CARRIED (PORTAGED) AROUND such dams.

WARRANTY: The PADDLER warrants that personal flotation devices will be worn at all times by all occupants while in and/or using watercraft and also from commencement of any flotation usage to completion of flotation usage. They further warrant that they are familiar with the use and operation of the WATERCRAFT and equipment and agree not to take weight, whether persons or equipment in excess of the maximum carrying capacity of said watercraft.

RELEASE: a) PADDLER does hereby agree to and shall indemnify SWA and save SWA harmless as a result of any incident, accident, injury or damage to the person or property of PADDLER or any occupant in or of said site either arising out of the use, operation, transportation, or possession of said WATERCRAFT or equipment or regardless of the cause of happening of same. PADDLER further agrees to be fully responsible for the persons or property of any additional individuals using and/or occupying WATERCRAFT and/or equipment during the time of the stay.

b) Unauthorized use or diversion of the aforesaid equipment & facilities beyond the period of this agreement is considered a violation of 19 PA. S.

Section 3921 Et. Seq. of the Crimes and Offenses Code of the Commonwealth of PA. Violators will be subject to prosecution by SWA.

Read contract before signing. Signature _____ Driver's License # _____
 License # Tow Vehicle _____ Address _____ Email: _____
 Year Make Model of Tow Vehicle _____ Insurance Company/Policy # _____
 Checked in by: _____ **Life Jackets Must be worn on the water at all times** Phone _____