

# Kayak & Paddleboard

**KAYAK & PADDLEBOARD RENTAL WAIVER AND RELEASE OF LIABILITY  
HUNTINGTON HARBOR BOAT RENTALS**

16722 Pacific Coast Hwy, Huntington Beach, CA 90742

This Waiver and Release of Liability (“Agreement”) is entered into between the undersigned Primary Renter and Participants (collectively referred to herein as the “Renters”) and Ocean Motion LLC, doing business as Huntington Harbor Boat Rentals and Sundream Rentals (collectively referred to herein as the “Company”), for the rental and use of kayak and/or paddleboard equipment (the “Equipment”). By signing this Agreement, the Primary Renter acknowledges and agrees to all terms and accepts full financial responsibility for the rental and condition of the Equipment, and each Participant acknowledges and agrees to the following terms and all associated risks:

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

Renters understand that kayaking and paddleboarding involve inherent risks, including but not limited to drowning, collision with other vessels or fixed objects, capsizing, hypothermia, injury caused by weather or water conditions, and equipment failure. Renters voluntarily assume all such risks, both known and unknown.

To the fullest extent permitted by law, Renters hereby waive, release, and discharge Huntington Harbor Boat Rentals, its owners, agents, employees, and representatives from any and all claims, actions, causes of action, liabilities, or demands arising out of or related to any loss, damage, injury, or death sustained while using or operating the Equipment, whether caused by negligence or otherwise.

**RENTAL TERMS, RETURN OBLIGATIONS, AND EQUIPMENT RESPONSIBILITY**

The Company agrees to rent the Equipment to the Primary Renter for the agreed rental period. The Primary Renter agrees to return all Equipment, including accessories, by the designated return time and in the same condition in which it was received, excluding normal wear and tear. The Primary Renter shall be fully responsible for any loss, theft, or damage to the Equipment during the rental period.

In the event of a late return, the Primary Renter agrees to pay overtime charges at a pro-rated rate determined by the Company. In the event of damage, loss, or theft, the Primary Renter agrees to pay the full replacement value or actual repair cost of the affected items, as determined solely by the Company.

The following rates will apply:

- Paddle: \$100.00
- Paddleboard: \$1,000.00
- Single Kayak: \$700.00
- Double Kayak: \$900.00
- Lifejacket: \$25.00
- Leash: \$25.00

The **Primary Renter** expressly authorizes the Company to charge these amounts to the credit card on file or agrees to remit payment in full upon notification.

**Primary Renter Initials:** \_\_\_\_\_

**LIFEJACKET POLICY AND SAFETY DISCLOSURE**

All Participants are strongly encouraged to wear a properly fitted U.S. Coast Guard-approved lifejacket at all times while on the water.

I understand that wearing a lifejacket is strongly recommended while using a kayak and/or paddleboard. I acknowledge that if I choose not to wear a lifejacket, I must be a competent swimmer with prior experience, and I am voluntarily assuming full responsibility for this decision and all associated risks, including the risk of serious injury or death.

**WARNING:** Failure to wear a lifejacket while on the water increases the risk of drowning and may result in serious injury or death. By declining to wear a lifejacket when not required to do so, you accept full responsibility for all consequences.

**AUDIO AND VIDEO SURVEILLANCE ACKNOWLEDGMENT**

I acknowledge that audio and video surveillance is in operation throughout the Company’s premises, docks, and vessels. I grant the Company the unrestricted right to use any such recordings—whether for safety, legal, training, or marketing purposes—without additional notice or compensation.

**CERTIFICATION AND ACKNOWLEDGMENT**

By signing below, each **Participant** certifies that:

- I am at least **18 years of age or accompanied by a parent or legal guardian**;
- I am **physically capable** of participating in this activity;
- I have read, understood, and agreed to all of the terms and conditions in this Agreement;
- I accept **full responsibility** for my safety and behavior while using the Equipment.

**PARTICIPANT INFO, LIFEJACKET STATUS, ACKNOWLEDGMENTS, & SIGNATURE**

*Primary Renter signs on line #1 and accepts financial responsibility for the rental. Adults must sign for minors.*

#	Participant <b>Full Name</b> (Primary Renter #1)	Assumption of Risk and Waiver of Liability ( <b>Initials</b> )	I am a competent swimmer with prior experience ( <b>Y/N</b> )	Lifejacket Policy and Safety Disclosure ( <b>Initials</b> )	<b>Signature</b>	<b>Date</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

ADULT

Time of Start: \_\_\_\_\_ Time of Return: \_\_\_\_\_

## **KAYAK & PADDLEBOARD RENTAL WAIVER AND RELEASE OF LIABILITY**

HUNTINGTON HARBOR BOAT RENTALS

16722 Pacific Coast Hwy, Huntington Beach, CA 90742

This Waiver and Release of Liability (“Agreement”) is entered into between the undersigned participant (“Renter”) and **Ocean Motion LLC**, doing business as **Huntington Harbor Boat Rentals** and **Sundream Rentals** (collectively referred to herein as the “Company”), for the rental and use of kayak and/or paddleboard equipment (the “Equipment”). By signing this Agreement, the Renter acknowledges and agrees to the following terms:

### **ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

Renter understands that kayaking and paddleboarding involve inherent risks, including but not limited to drowning, collision with other vessels or fixed objects, capsizing, hypothermia, injury caused by weather or water conditions, and equipment failure. Renter voluntarily assumes all such risks, both known and unknown.

To the fullest extent permitted by law, Renter hereby waives, releases, and discharges Huntington Harbor Boat Rentals, its owners, agents, employees, and representatives from any and all claims, actions, causes of action, liabilities, or demands arising out of or related to any loss, damage, injury, or death sustained while using or operating the Equipment, whether caused by negligence or otherwise.

**Initials:** \_\_\_\_\_

### **RENTAL TERMS, RETURN OBLIGATIONS, AND EQUIPMENT RESPONSIBILITY**

The Company agrees to rent the Equipment to the Renter for the agreed rental period. The Renter agrees to return all Equipment, including accessories, by the designated return time and in the same condition in which it was received, excluding normal wear and tear. The Renter shall be fully responsible for any loss, theft, or damage to the Equipment during the rental period.

In the event of a late return, the Renter agrees to pay overtime charges at a pro-rated rate determined by the Company. In the event of damage, loss, or theft, the Renter agrees to pay the full replacement value or actual repair cost of the affected items, as determined solely by the Company. The following rates will apply:

- Paddle: \$100.00
- Paddleboard: \$1,000.00
- Single Kayak: \$700.00
- Double Kayak: \$900.00
- Lifejacket: \$25.00
- Leash: \$25.00

The Renter expressly authorizes the Company to charge these amounts to the credit card on file or agrees to remit payment in full upon notification.

**Initials:** \_\_\_\_\_

### **RULES OF THE WATERWAY (RULES OF THE ROAD)**

Renter agrees to operate the Equipment in accordance with the “Rules of the Road,” applicable to all vessels on navigable waters. These include but are not limited to:

- Staying to the right-hand (starboard) side of channels and fairways.  
Yielding the right of way to all motorized vessels and larger watercraft.
- Avoiding congested areas and never obstructing traffic in narrow waterways.  
Crossing busy channels quickly and at a right angle, after ensuring it is safe to do so.
- Remaining visible at all times and using bright clothing or lights if visibility is low.
- Never assuming right of way or that other vessels can see or avoid you.

- Respecting all posted signs, speed limits, and designated no-wake zones.
- Avoiding contact with all private docks, moored boats, homes, and patios.
- Using the paddle only to gently push off if necessary; hands should not be used unless required for safety.

**PRIVATE PROPERTY AND CONDUCT**

Renter acknowledges that all docks, boats, homes, and shoreline structures in the harbor are private property. Renter agrees to maintain a respectful distance from private property and will not land, anchor, tie off, or trespass at any time.

**LIFEJACKET POLICY AND SAFETY DISCLOSURE**

All renters are strongly encouraged to wear a properly fitted U.S. Coast Guard-approved lifejacket at all times while on the water. Please indicate your swimming ability and kayaking/paddleboarding experience below:

**Please check all that apply:**

- I confirm that I am a competent swimmer and have prior experience operating a kayak and/or paddleboard. I understand that wearing a lifejacket is strongly recommended, but I am knowingly and voluntarily choosing to decline the use of a lifejacket. I acknowledge that I am assuming full responsibility for this decision and the associated risks, including the risk of serious injury or death.
- I am not a competent swimmer. I understand and agree that I am required to wear a lifejacket at all times while using the Equipment.
- I am a beginner or have limited experience operating a kayak and/or paddleboard. I understand and agree that I am required to wear a lifejacket at all times while using the Equipment.

**WARNING:** Failure to wear a lifejacket while on the water increases the risk of drowning and may result in serious injury or death. By declining to wear a lifejacket when not required to do so, you accept full responsibility for all consequences.

**Initials:** \_\_\_\_\_

**AUDIO AND VIDEO SURVEILLANCE ACKNOWLEDGEMENT**

I acknowledge that **audio and video surveillance** is in operation throughout The Boat Club’s premises, docks, and vessels. I grant the Company the unrestricted right to use any such recordings—whether for safety, legal, training, or marketing purposes—without additional notice or compensation.

**Initials:** \_\_\_\_\_

**CERTIFICATION AND ACKNOWLEDGMENT**

By signing below, I certify that:

- I am **at least 18 years of age**;
- I am **physically capable** of participating in this activity;
- I have **read, understood, and agreed to** all of the terms and conditions in this Agreement;
- I accept full responsibility for my safety and behavior while using the Equipment.

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

Renter Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MINOR

Time of Start: \_\_\_\_\_ Time of Return: \_\_\_\_\_

**MINOR KAYAK & PADDLEBOARD RENTAL WAIVER AND RELEASE OF LIABILITY**  
**HUNTINGTON HARBOR BOAT RENTALS**  
16722 Pacific Coast Hwy, Huntington Beach, CA 90742

This Waiver and Release of Liability (“Agreement”) is entered into between the undersigned participant (“Minor Renter”) and their parent or legal guardian (“Parent/Guardian”), and **Ocean Motion LLC**, doing business as **Huntington Harbor Boat Rentals** and **Sundream Rentals** (collectively referred to herein as the “Company”), for the rental and use of kayak and/or paddleboard equipment (the “Equipment”). By signing this Agreement, the Minor Renter and Parent/Guardian acknowledge and agree to the following terms:

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

The Parent/Guardian understands and agrees that kayaking and paddleboarding involve inherent risks, including but not limited to drowning, collision with other vessels or fixed objects, capsizing, hypothermia, injury caused by weather or water conditions, and equipment failure. These risks can result in serious injury or death, and the Minor Renter is voluntarily engaging in these activities with full knowledge of such risks.

To the fullest extent permitted by law, the Parent/Guardian, on behalf of the Minor Renter and themselves, hereby waives, releases, and discharges **Ocean Motion LLC**, including both **Huntington Harbor Boat Rentals** and **Sundream Rentals**, as well as its owners, agents, employees, and representatives, from any and all claims, actions, causes of action, liabilities, or demands arising out of or related to any loss, damage, injury, or death sustained while using or operating the Equipment, whether caused by negligence or otherwise.

**Initials (Parent/Guardian):** \_\_\_\_\_

**RENTAL TERMS, RETURN OBLIGATIONS, AND EQUIPMENT RESPONSIBILITY**

The Company agrees to rent the Equipment for the Minor’s use during the agreed rental period. The Parent or Legal Guardian (“Guardian”) agrees to ensure that all Equipment, including accessories, is returned by the designated return time and in the same condition in which it was received, excluding normal wear and tear. The Guardian accepts full financial responsibility for any loss, theft, or damage to the Equipment while it is in the Minor’s possession.

In the event of a late return, the Guardian agrees to pay overtime charges at a pro-rated rate as determined by the Company. In the event of damage, loss, or theft, the Guardian agrees to pay the full replacement value or actual repair cost of the affected items, as determined solely by the Company. The following charges will apply:

- Paddle: \$100.00
- Paddleboard: \$1,000.00
- Single Kayak: \$700.00
- Double Kayak: \$900.00
- Lifejacket: \$25.00
- Leash: \$25.00

The Guardian expressly authorizes the Company to charge these amounts to the credit card on file or agrees to remit payment in full upon notification.

**Initials (Parent/Guardian):** \_\_\_\_\_

**RULES OF THE WATERWAY (RULES OF THE ROAD)**

The Parent/Guardian agrees to instruct the Minor Renter to operate the Equipment in accordance with the “Rules of the Road” applicable to all vessels on navigable waters. These include but are not limited to:

- Staying to the right-hand (starboard) side of channels and fairways.

- Yielding the right of way to all motorized vessels and larger watercraft.
- Avoiding congested areas and never obstructing traffic in narrow waterways.
- Crossing busy channels quickly and at a right angle, after ensuring it is safe to do so.
- Remaining visible at all times and using bright clothing or lights if visibility is low.
- Never assuming right of way or that other vessels can see or avoid you.
- Respecting all posted signs, speed limits, and designated no-wake zones.
- Avoiding contact with all private docks, moored boats, homes, and patios.
- Using the paddle only to gently push off if necessary; hands should not be used unless required for safety.

**PRIVATE PROPERTY AND CONDUCT**

The Parent/Guardian acknowledges that all docks, boats, homes, and shoreline structures in the harbor are private property. The Minor Renter agrees to maintain a respectful distance from private property and will not land, anchor, tie off, or trespass at any time.

**LIFEJACKET POLICY AND SAFETY DISCLOSURE**

All minors are required to wear a properly fitted U.S. Coast Guard-approved lifejacket at all times while on the water, regardless of swimming ability or experience level.

**WARNING:** Failure to wear a lifejacket while on the water increases the risk of drowning and may result in serious injury or death.

The Parent/Guardian agrees that the Minor Renter will wear a lifejacket at all times and will follow all safety instructions provided by the Company.

**Initials (Parent/Guardian):** \_\_\_\_\_

**AUDIO AND VIDEO SURVEILLANCE ACKNOWLEDGEMENT**

I acknowledge that **audio and video surveillance** is in operation throughout The Boat Club’s premises, docks, and vessels. I grant the Company the unrestricted right to use any such recordings—whether for safety, legal, training, or marketing purposes—without additional notice or compensation.

**Initials (Parent/Guardian):** \_\_\_\_\_

**CERTIFICATION AND ACKNOWLEDGMENT**

By signing below, the Parent/Guardian certifies that:

- The Minor Renter is physically capable of participating in this activity;
- They have read, understood, and agreed to all of the terms and conditions in this Agreement;
- They accept full responsibility for the safety, conduct, and supervision of the Minor Renter;
- They authorize the Minor Renter to participate in kayak and/or paddleboard rental activities with the Company.

Minor Renter’s Full Name: \_\_\_\_\_ Minor Date of Birth: \_\_\_\_\_

Parent/Guardian Phone: \_\_\_\_\_ Parent/Guardian Email: \_\_\_\_\_

Parent/Guardian Name (Printed): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_