

# Friends of Lake Darling Waiver and Release of Liability 2025

1. I am a person of legal age and will be referred to as "Releasor" in this document. Friends of Lake Darling boat rental, employees, agents, instructors, operators, bailers, heirs, administrators and executors, successors and assigns will be referred to as "Releasee" in this document.
2. In consideration of Friends of Lake Darling furnishing services or equipment to enable me to participate in on-water activities, I agree as Follows:
  - A. I fully understand and acknowledge that outdoor recreational activities have inherent risks, dangers and hazard. By renting equipment and participating in these activities I am accepting the potential risks, Releasor, and/or Releasor's spouse, child or ward, intends to rent equipment or participate in on-water activities organized or offered by the Friends of Lake Darling. In consideration of being permitted to so participate, Releasor and Releasor's spouse, child, ward, heirs, legal representatives, administrators and executors, successors and assignees, hereby covenant not to sue and release, waive and discharge Releasee from any claim or cause of action of whatever kind, arising out of any known or unknown personal injuries known or unknown, death or property damage. Including any claim of loss of consortium, resulting from any accident that may occur as a result of participation in this activity, whether caused by negligence or not.
  - B. I, the undersigned hereby agree not to sue and release The Friends of Lake Darling, individually and Friends of Lake Darling at Lake Darling State Park and its' employees and members from any claim or cause of action, of whatever kind, arising out of any known or unknown personal injuries, death or property damage, including any claim for loss of consortium, resulting from any accident that may incur as a result of participation in this activity, whether caused by negligence or not. I assume full responsibility for any passengers which may accompany me and forfeit any claim whatsoever on account of first aid, treatment or service rendered during participation in this activity by myself or passengers. I, the undersigned understand I am renting a boat or water craft at my own risk and accept full responsibility of said contract. I further agree to pay for all lost or damaged equipment while I am renting it under said contract.
  - C. I understand there is no swimming off any boat or water craft and each person must follow the State of Iowa's regulations for wearing life-preservers.
  - D. This Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state of Iowa. If any portion of this Release and Waiver is held invalid, it is agreed that the balance shall continue in full force and effect.
  - E. This release contains the entire agreement and the terms of this release are a binding contract.
  - F. I have carefully read this Release and Waiver of Liability before signing.

## THE FOLLOWING ACTS ARE STRICTLY PROHIBITED

- |   |   |
|---|---|
| 1. Allowing more people in any boat or watercraft than specified. | 2. Swimming from any boat or watercraft                   |
| 3. Removing your lifejacket if under 13 years of age.             | 4. Using or possessing alcohol on any boat or watercraft. |
| 5. Entering the swimming area with any boat or watercraft.        | 6. Smoking on motor boats.                                |

### Passenger Signatures

(Written names of users if under 18 with parent/guardian signature)

_____	_____
_____	_____
_____	_____

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

# Friends of Lake Darling Rental Agreement 2025

	Number	Hourly Rate	4 Hours	Daily Max.	X Rates	= Total \$	Payment
<b>Paddleboats.....</b>							
One Seat (2 person)	_____	\$12.00	\$30.00	\$60.00	_____	_____	
Two Seats (4 person)	_____	\$15.00	\$40.00	\$75.00	_____	_____	
<b>Motor Boats</b>	_____	\$60(2hr)	\$100.00	\$175.00	_____	_____	
<b>Canoes/Rowboats</b>	_____	\$12.00	\$30.00	\$60.00	_____	_____	
<b>Single Kayaks</b>	_____	\$12.00	\$30.00	\$60.00	_____	_____	
<b>Double Kayaks</b>	_____	\$15.00	\$40.00	\$75.00	_____	_____	
<b>Stand Up Boards</b>	_____	\$12.00	\$30.00	\$60.00	_____	_____	
<b>Bag-Boards (with bags)</b>	_____	\$1.00	N/A	N/A	_____	_____	
<b>Time out</b> _____	<b>Time back</b> _____	<b>Total Time</b> _____		<b>TOTAL</b> _____			Cash <input type="checkbox"/> - Credit <input type="checkbox"/>

**Other Sales:**

**T-Shirts:** \$ \_\_\_\_\_ (Size) \_\_\_\_\_ (Style) \_\_\_\_\_; **Hats:** \_\_\_\_\_ (Style) \_\_\_\_\_; **Other:** \_\_\_\_\_

All rentals include lifejackets, oars, and paddles as applicable. Price includes rental fee and taxes.  
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- Late charges will be assessed at \$10.00 per hour for every hour a boat is late on top of additional hourly charges.
- A \$20 charge will be applied if staff is required to retrieve a boat or equipment. Damaged Bag Boards = \$30
- NO REFUNDS ARE GIVEN DUE TO WEATHER OR EQUIPMENT BROKEN WHILE BEING USED!

**All Boats Must Be Returned By 7:00 pm or when rental expires.**

**All Boats and Watercraft Must Be Returned in The Event of High Winds or Threatening Skies.**

**Rental Contract**

I, the undersigned hereby agree to return all rented equipment in the same condition in which it left the rental facility. I agree to pay for all damaged or lost equipment that may occur during my rental period. I further understand I may be charged additional fees if the boat or watercraft returned requires excess cleaning. I understand the rules required to rent equipment and agree to follow those rules and require all passengers or others using the equipment to follow the rules.

Renter's Name (Please print) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Age \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Driver's License No. \_\_\_\_\_

I have read and accept the Waiver & Release of Liability on the other side of this form.

\_\_\_\_\_  
Signature

**The Lake Darling Boathouse is open Fridays, Saturdays, Sundays, Memorial Day, 4<sup>th</sup> of July observed, and Labor Day:**

**11AM – 7PM, Last boats out at 6PM (weather, usage, and staffing dependent).**