

RULES, REQUIREMENTS & RESTRICTIONS

The following are rules, requirements, guidelines, restrictions, regulations and other important information you need to know, and must agree with, to rent from us. Remember, Real Safe = Real Fun!

- 1) The renter, or at least one person in a rental party, must be 18 years of age, or older.
- 2) Paddling alone is discouraged.
- 3) Adult supervision is required. Children should never be left unattended or allowed to be at a great distance from adult supervision. Children under seven must be accompanied in a tandem (two-person) kayak. Children over 7 may solo kayak with a separate, and concurrent, adult rental.
- 4) All renters must attest to basic swimming competency and be competent swimmers.
- 5) All renters must attest to being physically fit and able to properly and safely utilize the paddlecraft and all accessories and other equipment.
- 6) All renters must attest to no known or expected medical conditions that would impair safety.
- 7) All renters must know how to, and/or be familiar with, self- and buddy rescue.
- 8) All renters must attest to having the appropriate level of skill for paddling or kayaking.
- 9) All renters must agree that in the event of an emergency, the service provider(s) may initiate medical treatment if necessary.
- 10) All renters are encouraged to learn about the performance attributes and features of the paddlecraft and equipment.
- 11) It is recommended that renters practice re-boarding.
- 12) **ALL RENTERS MUST WEAR LIFE JACKETS.** Type III Coast Guard-approved life jackets are provided in Youth and Universal Adult sizes. Child, infant, extra-large, or other specialized life jackets are not provided and are the responsibility of the renter(s) to source and properly use.
- 13) All renters must properly utilize the equipment, abide by weight and height limitations, if any, and follow all other constraints, instructions, and guidance.
- 14) All renters must abide by all applicable state, federal, and local laws, regulations, ordinances, and lawful directives from emergency or law enforcement personnel.
- 15) When and where required, all renters must hold applicable certifications and licenses (e.g., wetcard, fishing license, etc.)
- 16) All renters must abide by laws, regulations and considerations related to boat traffic and, as far as possible, choose routes that leave room for others on the water.

- 17) All renters are asked and encouraged to leave no trace.
- 18) Rental is only permitted at water temperatures above 15°C (59°F).
- 19) Hours and periods of rental availability reflect expected temperatures and other location constraints.

ALL RENTAL ACTIVITIES ARE AT YOUR OWN RISK RULES, REQUIREMENTS & RESTRICTIONS

- 20) Rental days are scheduled based on historical trends and publicly available data. We cannot guarantee, nor do we set or control any water temperature. Days of operation are based on historical water temperatures in the region and guidance from safety organizations. While no finite reckoning or determination can be made, it is our aim to only allow rentals when water temperatures are suitable for on-water paddling recreation that does not require wet suits.
- 21) The primary adult renter, aged eighteen or older, must present a valid government-issued photo ID via digital photo upload as part of the reservation process.
- 22) The individual, or legal adult in a rental party, must make payment for the rental(s) via a valid credit or debit card.
- 23) All adult renters are financially responsible for lost or damaged equipment utilized by anyone in their party.
- 24) Renters and/or minor participants are solely responsible for any citation or violation occurring during the use of, or as the result of using, paddlecraft and equipment rented.
- 25) All equipment must be inspected by the renter(s) before use, and any observed damage reported to 1-(800) XXX-XXXX.
- 26) All equipment may only be utilized on the local water body and may not be taken off site.
- 27) All equipment may only be used for its designated and designed purposes and may only be used on the local water body and may not be taken off site.
- 28) All equipment may only be used by the renter or minor participants that are the responsibility of the renter.
- 29) Equipment must be returned to the place where it was picked up and organized and stowed correctly.

- 30) Equipment must be returned in the same condition as received, with normal wear and tear accepted.
- 31) Equipment must be returned clean. A cleaning fee will be charged, if required. The current cleaning fee is \$XX.
- 32) Late returns are subject to additional charges.
- 33) Renters and/or minor participants are solely responsible for their personal belongings. Do not store valuables in the HIVE cell.
- 34) HIVE PaddleSports has the right to terminate a rental if payment is not made, the equipment is abused or neglected, or if the renter is in breach of any provision of any terms of rental.
- 35) The renter is responsible for ensuring that all users, including minor participants, have taken part in and understand all terms and conditions, rules and regulations, laws, etc.
- 36) The individual, and/or all renters, must sign or otherwise acknowledge a liability waiver.
- 37) The individual, and/or all renters, must sign or otherwise acknowledge a rental agreement.

The individual, and/or all renters, must acknowledge these rental terms, rules, requirements, restrictions, and regulations. All rental activities are at your own risk. Acknowledgement is made by completing the rental agreement, and/or other means.

EXPLICITLY PROHIBITED ACTIVITIES

- **No alcohol, smoking, vaping, or narcotics/illegal drug use.**
- **No paddling or equipment use during high wind advisories, thunderstorms, tornado warnings, or other severe weather events.**

- **No climbing, standing on, or horseplay on or near the HIVE kiosk.**
- **No entry or climbing into a HIVE kiosk, or HIVE cell.**
- **No use of equipment beyond stated weight capacity and other parameters as set out by HIVE PaddleSports and/or the respective manufacturers.**

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