

LIABILITY IN RENTAL OPERATIONS

Chapter VIII of the America Outdoors Risk Management Manual

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VIII. Liability in Rental Operations

A. Introduction

Operators involved in rental or livery operations face a variety of liability issues in addition to those faced by the trip outfitter. One of the key factors is that the rental operator is not present to control the actions of the clients nor to deal with the hazards faced by clients operating on their own. The clients have no instructions to follow, nor do they always have the knowledge or ability to effectively deal with equipment or livestock problems. For these reasons, the potential for injuries to clients or their property may be greater for a rental operation than for a trip outfitter. This increased exposure to potential liability warrants special attention. Therefore, this chapter addresses liability concerns faced by rental operations in the outdoor recreation industry.

B. Equipment

1. Qualifications of Client

With outdoor recreation rental operations, it is difficult to determine whether the client is fully qualified to use the rented equipment or livestock. In the case of scuba shops, operators at least can require the client have a current NAUT or PADI certification. However, there is no similar standardized certification in most other areas of outdoor recreation. A particularly vexing question, therefore, is whether an operator should try to assess the ability of the client to safely use the rented equipment or livestock, and if so, how to do it.

Many operators ascribe to the policy of simply letting the client decide if they are qualified to use the rented equipment or livestock. This may let the operator off the potential liability hook of assessing the client's qualifications. It also, however, may result in letting clients get in way over their head with the equipment or livestock they choose to use. This could occur if a client elects to rent equipment best suited for experienced and skilled users, but does not have the expertise to use that equipment safely. An example of this would be where a client elects to rent a high performance sea kayak rather than a more stable model. It can also happen if an operator rents an animal that may be too spirited for a client to safely handle. In the case of livestock, the client must also be able to determine whether an animal is capable of performing the task being set forth. A client must be able to determine whether the animal has the strength and ability to perform safely. In some situations, the client should be able to judge the physical condition of the animal, including fatigue and injury.

Some of the options for determining the qualifications of a client and the suitability of the rented equipment or livestock include the following:

- a. The operator can offer its own instruction in the recreational activity for which equipment or livestock is offered. The level of instruction may vary greatly depending upon the clients skill and experience level and the level of difficulty of the locations where the equipment or livestock will be used. (See also paragraph 3 below.)
- b. The operator can give a client a test through which the operator can determine the client's familiarity with the rented equipment or livestock and the recreational activity involved. The client can demonstrate an ability to use the equipment or livestock correctly and safely.

c. The operator can require the client to present evidence of some level of certification or completion of someone else's instructional course in the particular recreational activity.

Each of the options listed above have the disadvantage of potentially limiting clientele and exposing the operator to additional liability in properly evaluating the client's abilities. If the operator chooses to instruct a client in order to be sure the client has the ability to use the rented equipment or livestock safely, the operator takes on an additional duty to be sure that the instruction itself is appropriate and that the client has successfully reached the necessary level of expertise to handle the rented equipment or livestock appropriately.

One other concept in addition to those listed above is to require clients to specify their own level of experience or expertise in terms of hours of experience or specific skill levels. While this puts the burden of evaluation on the shoulders of the client, the question becomes what does the operator do with that information? Any decision the operator makes based upon the information provided, such as which equipment or livestock is most suitable for the client, or the appropriateness of a trip plan, exposes the operator to increased liability exposure. There is no single right answer to this dilemma - each operator will have to decide which option most closely conforms with that operator's philosophy of doing business.

If an operator also runs an outfitting business, or is associated with an outfitter, it may be possible to suggest that a client consider taking a guided trip if there is a real question concerning the client's ability to use the rented equipment or livestock safely, or if the client's chosen trip plan appears beyond his or her capabilities. In this way, the operator can at least show that the client was offered an alternative to going it alone.

2. Inspection

It is essential that both the operator and the client inspect the rented equipment to ensure an accurate tally of the equipment being taken by the client. Each party to the rental contract must be satisfied the rented equipment is clean and in good repair when the client receives it. As much as possible, the operator should demonstrate the rented equipment is operating properly. There should be a place on the rental form for both the operator and the client to sign off on exactly which equipment is being rented and the condition of that equipment. Without these steps and appropriate documentation, the operator is leaving itself open to the charge that damage to the rented equipment, noted upon its return to the operator, existed when the equipment was issued to the client.

Upon return of the rented equipment, once again both the operator and the client should jointly inspect the rented equipment to ascertain its condition and working order. If there is damage to the rented equipment, or if it requires additional cleaning, it should be noted by both parties. A failure of the operator to do so may result in an allegation by the client that the equipment was fine when they dropped it off - the damage must have occurred subsequently. A rental form should have places for both the operator and the client to initial the condition of the equipment when it goes out the door and upon its return. Note that the rental form in Appendix T specifically has a place where the client can note there were no malfunctions with the rented equipment nor problems in its use. This notation could be useful in defending against subsequent accusations that the equipment was defective or someone was injured in the course of its use.

The concepts outlined above for equipment rental also apply where an operator provides livestock to a client. An operator will want to be sure, for example, that a horse is uninjured, and that the animal is properly shod. In the case of multi-day trips, proper feeding of livestock may also become an issue. At the end of a rental, the operator will want to be sure the livestock shows no signs of injury or mistreatment.

3. Instruction

The issues here are similar to those regarding the qualifications of the client to use the rented equipment. Does an operator want to rent equipment to a client who needs to be instructed in its safe use? To what extent should an operator take on the responsibilities of instructing a client in the use of the rented equipment? It may be reasonable for an operator to demonstrate a particular piece of equipment, such as a stove, to be sure that the client is aware of how to properly use that particular brand or model. The demonstration is also one way to show that the equipment was functioning properly when it was given to the client.

Another concern is ensuring the equipment is a proper fit for a client. Certain types of equipment can be, and therefore should be adjusted to fit the client properly. In horse operations, for example, the length of the stirrup should be adjusted to fit the client properly. With kayak rentals, the foot pegs or rudder pedals should be adjusted for the length of the client's legs. It is important that the fit be snug enough so that the client won't flop around when paddling, yet not so tight to inhibit a release in the event of a capsized. Packs should also be fitted and adjusted so they will carry the load as designed and not come loose and throw the client off-balance when climbing. An operator can be expected to provide these services, and should be prepared to do so.

There are other ways in which a client can be given advice in the proposed use of the rented equipment. For example, the Trade Association of Sea Kayaking (now the Trade Association of Paddlesports) produced a video for sea kayaking entitled "Before You Go." TASK also prepared a one-page sheet with the same title which contained many of the safety tips shown in the video. Operators renting sea kayaks have an option of making the video available for viewing by clients, and if they are current TAPS members, they may print the information sheet right on the back of their rental form. A copy of the TAPS informational sheet is contained in Appendix U. The Nantahala Outdoor Center in Bryson, North Carolina has a video tape which is required viewing for clients planning on renting rafts for use on approved portions of the Nantahala River.

Following is an example of the language a client might be asked to sign after inspecting the equipment to be rented and receiving instruction in its use:

EQUIPMENT INSPECTION & USE

I have carefully inspected the rented equipment as itemized above, and I accept that equipment as being clean and undamaged. I have received all requested instructions in the use of the rented equipment, and I have received satisfactory answers to any questions I may have regarding the use and function of the rented equipment. I understand that I am solely responsible for the safety and good operating condition of the rented equipment from the time I accept it until the rented equipment is returned and accepted by OPERATOR. I will permit no other individuals to use the rented equipment unless specifically authorized in writing by OPERATOR.

C Transportation

Rental operations are different from outfitted trips in that the clients themselves will usually transport the rented equipment away from the rental facility for use elsewhere. The clients, therefore, are responsible for safely transporting the equipment. This responsibility includes preventing damage to the rented equipment itself, as well as to the property of other persons. For example, a client renting a canoe or kayak may transport it using the client's own vehicle and roof rack. If the boat is improperly secured, or the rack is not properly attached to the vehicle, both the boat and the rack may come off when driving down an interstate highway at 70 mph. In that case, the boat may be smashed and the client's car scratched, and following motorists may be struck by loose equipment and suffer property damage and/or personal injury. How are such problems prevented, and if they occur, how may liability be minimized?

1. Roof Racks

If rented equipment is to be transported by the client away from the rental site, the operator should ensure the client has the proper equipment to transport the equipment. Often this will involve the use of a roof rack or other type of rack transport system. The operator can either require the client to show up with their own rack or other transport system, or can rent a rack to the client. If the client provides their own rack system, the operator should be sure that the rack is appropriate for the equipment being rented. If the operator rents a rack system to the client, it is the operator's responsibility to be sure the rack is appropriate for the vehicle. Specifically, the manufacturer's specifications must be complied with. For example, if the specifications for a Yakima roof rack call for the use of a "stretch kit" for a particular vehicle, the operator had better supply the rack with the required stretch kit. The proper clips must also be available. If the wrong equipment is supplied, the operator could be held responsible for any resulting damages.

In addition to providing the correct equipment, the operator may be held to be responsible for ensuring the client knows

how to use the equipment properly. While the operator may install the rack at the rental facility, the client will need to be able to remove the rack, and then reattach it for the return trip. Alternatively, the operator may want to supply locks for the roof rack, perhaps avoiding the necessity for the client ever having to remove the rack. While there can be no assurance that the client actually will be able to reattach the rack properly when the time comes, the operator needs to take the time and effort to instruct the client as thoroughly as possible.

2. Securing the Equipment

Sometimes a rack system alone will not be sufficient for transportation of the rented equipment. For example, when transporting canoes, sea kayaks or rafts, the bow and stern usually need to be stabilized by ropes tied to the bumpers or other parts of the vehicle. This will prevent the boats from swaying while driving down the highway. The operator may be able to tie the boats down when the client rents the equipment (and thereby assume the responsibility for properly doing so), but what about the return trip? Once again, while nothing will guarantee the client will remember how to do it when the time comes, the operator should instruct the client on how to tie the boats down, and then have the client demonstrate how to do it.

3. Specific Warning Language

The potential liability incurred in transporting rented equipment is so great that an operator's release form and rental form should specifically address this issue. Following is one example of how this issue might be addressed:

TRANSPORTATION

I specifically recognize there are risks involved in transporting rented equipment to and from OPERATOR'S premises. I accept any and all risks of injury and damage to the rented equipment, to property belonging to myself and to others, and to myself and others personally, which risks are related to transporting the rented equipment. These risks include, but are not limited to, the rented equipment and/or racks coming untied or otherwise loose from the vehicle while in motion.

Please refer to the release form in Appendix T to see how this issue might be addressed in the context of a Liability Release and a Rental Form.

4. Livestock

Client transportation of livestock may not occur as often as transporting equipment. However, in the case of livestock, the question of whether a client has an appropriate trailer or the ability to drive a trailer safely on the highway can be crucial. It can be difficult for an operator to adequately evaluate these questions, yet an error in transporting livestock can easily result in serious injury or death to the livestock.

D. Destination Recommendations

One of the most difficult problems rental operators must face is how to respond to inquiries about where the rented equipment should be used or livestock taken. If an operator makes a recommendation, the operator takes on the added responsibility of making an appropriate recommendation (taking into consideration the abilities of the client), and the potential liability if the recommendation results in injury to the client or damage to the equipment or livestock. An operator has enough duties imposed by law that it should be hesitant about taking on additional duties. From, a liability standpoint, the safest thing for an operator to do is to point the client to a book or set of books describing potential destinations. This puts the responsibility for making an appropriate choice on the client. Another option is to refer the client to a guide or guiding service, thereby transferring potential liability to someone else.

The choices listed above ignore the reality that one of the most valuable services an operator can render to its clients is personal recommendations on where to go. This is one thing which differentiates the local specialty store from the impersonal box store or web site. If an operator decides to make a recommendation, they simply take on an additional duty to the client, and a further risk of potential liability. This can be limited by fully evaluating the abilities of the client

for the requested trip, and by fully disclosing the risks which may be encountered at the recommended destination.

Many operators ask where the client is planning to use the rented equipment or livestock. If an operator chooses to ask that question, it must be clear why that question is being asked. For example, if the operator wants to know in case the proper authorities need to be notified in the event the equipment or livestock is not returned on time, there is not much of a problem. If, on the other hand, the operator wants to be sure the equipment or livestock will more likely be returned in good shape rather than destroyed, damaged or injured, the rental of the equipment or livestock may be seen as an endorsement of the appropriateness of the trip for the abilities of the client. Is there a circumstance where the operator would refuse to rent equipment or livestock due to the choice of destination? This whole situation may be one the operator would be better off to avoid!

Sometimes the rented equipment or livestock is to be used at or near the rental facility, such as paddling in a bay or on a particular stretch of river, or riding on designated trails leading from the facility. The operator may specifically recommend, or require, that the rented equipment or livestock be used only within a certain area. Where this is the case, the operator must be certain to advise the client exactly where the recommended boundaries are located. The operator should further advise the client that it makes no representation regarding the suitability of the specified area for the client's activity, and further, that the operator is not available to assist the client in the event the client encounters difficulties. The bottom line, however, is that by specifying boundaries to the permitted area of the client's activity, there may be an implication that there is a certain degree of "safety" if the client operates within that area. Other than the specific disclaimers mentioned here, there may be no other way to minimize that source of potential liability. It is unlikely it can be eliminated entirely.

E. Rental Forms

While there may be some overlap with a release form, a separate rental form should be used by all rental operations. A specific rental form will spell out the details of the contract between the operator and the client. A rental form may include the following specific items:

- a. the specific, itemized equipment/livestock being rented, including a check off when they are rented and when they are to be returned;
- b. a check off for any equipment adjustment which must be made;
- c. a check off where the client can indicate the rented equipment was not damaged, or the rented livestock was not injured;
- d. the rental period, including a deadline for timely return;
- e. the price for the rental, including late fees and cleaning penalties;
- f. any rental deposit and the conditions for return of the deposit;
- g. fees for the repair of damaged equipment or cleaning of dirty equipment,
- h. the names of persons authorized to use the rented equipment or livestock;
- i. a statement by the client that they have viewed any appropriate safety or instructional film or video, or has declined the opportunity to do so;
- j. a statement by the client that no malfunctions or incidents arose out of the use of the rented equipment or livestock;
- k. the operator's signature regarding the accuracy of statements made regarding items rented and adjustments made; and
- l. the client's signature and acceptance of the rental agreement and other conditions of the rental.

It is especially important to include the names of all of those individuals authorized to use the rental equipment or livestock. This is the only way you can reasonably be sure all users have signed liability release forms. The Rental Form might contain the statement "Only Renter and any other individuals acknowledged in writing by OPERATOR are

authorized to use the rented equipment." The Rental Form should have a place for additional authorized users to be listed, as well as a block for checking "None." Where clients are headed out on a trip, there should be a definite date stated for the return of the equipment and livestock and the name and telephone number of a person to contact in the case of an emergency or if the equipment is not returned on time. Attached in Appendix T is an example of a Rental Form used for the rental of sea kayaks. This form illustrates most of the recommended items which could be included in a rental form. It is important, however, for each operator to decide on their own conditions of rental, and to design a form which addresses the specific needs of its rental operation.

F. Rental Procedures

In the context of an outfitted trip, close attention is paid to the instructions given to a client, both in a group safety lecture and in individual guide talks. These are not part of a rental operation, but it is no less crucial that rental clients be fully advised regarding the equipment or livestock they are renting and the risks they are assuming. In a rental operation, this may be taken care of through a detailed rental checklist which is followed by every employee involved in any phase of the rental operation. These phases may include responses to initial inquiries in person or by telephone, rental reservations and deposits, equipment pick up (including itemization, inspection and fitting), instruction in the use of the rented equipment, and the return of the rented equipment, including inspection, damage! cleaning deposits and late fees. Particularly important is advising clients that everyone who intends to use the rental equipment will have to personally sign liability release forms. In the case of operators renting livestock, the client should be briefed on the character of the particular animal being rented.

Where an operator has more than one employee dealing with rental clients, it is important that rental procedures be written down and followed with every rental. In this way, if there is a question about what occurred in the course of a particular rental, the operator can rely on an established routine rather than memory to prove what was actually said in any one instance. The most important thing is to be sure that ALL procedures are followed EVERY time so that the operator can testify it was done in a particular instance because it is ALWAYS done that way. If the operator cannot show such an unvarying practice, it may be difficult to prove that the procedures were followed in any one particular instance.

G. Release Forms

Release forms should be used in conjunction with rental operations in the same manner as they are with outfitted trips. Chapter IV of this Manual specifically addresses the use of liability release forms and is applicable to rental operations as well. A sample liability release form for an operation involving the rental of sea kayaks is contained in Appendix T; a sample liability release form for use in a horse livery is contained in Appendix V. You may want to pay close attention to following paragraphs set forth in the liability release form at Appendix T:

Paragraph 2: This paragraph specifically addresses the problems encountered with trying to assess a client's ability to use the rented equipment or animals, and the selection of the client's route choice. This paragraph specifically states that the client has assumed full responsibility for his or her choice of where to use the rented equipment.

Paragraph 3: This paragraph has the client state the rented equipment is clean and undamaged, and that the operator has answered all of the client's questions. Of particular importance is the client's agreement not to permit anyone else to use the rented equipment unless authorized in writing by the operator. This is about all the operator can do to ensure that the rented equipment is not used by anyone who has not signed a liability release form. This paragraph also contains the client's agreement to follow any specific safety practices in using the rented equipment. Finally, this paragraph clearly restates the operator's policy about returning clean equipment, and the client's obligation to pay a cleaning charge, if necessary.

NOTE: It can be critical that the operator let the client know in advance that anyone using the rental equipment must come into the facility and personally sign a liability release form. This should be mentioned in an operator's promotional materials and included in any response to a telephone inquiry about rental operations.

Paragraph 4: This paragraph specifically covers the risks and obligations in transporting rented equipment.

As mentioned above, it is critical that everyone who intends to use the rented equipment must sign the appropriate liability release form. Furthermore, as mentioned in Chapter IV of this Manual, in many states the law does not recognize release forms signed by minors, or even by parents on behalf of minors. Even more suspect are forms signed by teachers, camp counselors or others who may claim to be a minor's "guardian" but who may not actually have the legal authority to act as a guardian. Where schools, camps or other institutions are involved in renting recreational equipment for use by minors, an indemnification agreement along the lines of that contained in Appendix E may be effective in providing some financial security for the operator. Finally, an operator should be sure that it has appropriate insurance coverage for its rental operations.

IX. Conclusions and Recommendations

Proper risk management practices are the keys to minimizing potential liability. While a comprehensive discussion of risk management is beyond the scope of this article, several points should be noted. Your organization should have a comprehensive risk management program in place. While safety and risk management should be a primary concern of all employees at all times, there should be a clear identification of specific individuals who have the specific responsibility of formulating an overall risk management plan and implementing that plan. Admittedly, such a plan with all of its elements can become a liability if it is not properly implemented. Thus, the key is to develop a reasonable and realistic risk management plan, and then be sure it is properly implemented.

In addition to the release forms and indemnification agreements discussed in this material, a risk management program should include ensuring that participants are fully aware of and appreciate the nature of the risks inherent in your activities, and that they voluntarily accept those risks when participating. You should have a suitable medical form that allows you to screen the physical ability of potential participants in your programs. When potential problems or special needs are identified early enough, they can usually be accommodated in a safe manner. You may also want to ensure that your participants have adequate personal health insurance coverage.

Never guarantee safety in your promotional material or when speaking with potential or actual participants and their parents or guardians. The fact is that outdoor recreation activities are inherently risky, and safety simply cannot be guaranteed. Be realistic in assessing the risks, including serious physical or emotional injury, paralysis, death or drowning for both the participant and other persons. If a potential participant (or their parents/guardians) is uncomfortable with that reality, you might not want them to participate. Sometimes those types of concern indicate a claim or lawsuit simply waiting to happen in the event of an accident. On the other hand, people who recognize the inherent risks are unavoidable are less likely to seek a financial "scape goat" if an injury occurs.

Be aware that various forms of business organization can provide protection against the personal liability of owners and officers or directors of the organization. For example, corporations and limited liability companies may limit the personal liability of owners. Officers of nonprofit corporations may be protected under state law from personal liability. Once again, you should consult your own legal advisor to determine which form of a business entity is most appropriate for your organization. Once a particular form is agreed upon, be sure that you take the necessary steps to preserve the status of the chosen form!

APPENDIX T

Sea Kayaking Rental Documents

The attached documents related to the rental of sea kayaks and related equipment were developed by or in cooperation with The Great Adventure, Inc. and they are reprinted here with the permission of The Great Adventure. For further information, contact Steve Hindman, The Great Adventure, Inc., 201 E. Chestnut Street, Bellingham, WA 98225 (360) 671-4615.

Rental Agreement

	TOURING		RECREATIONAL	
	Single	Double	Single	Double
One hr	\$10	\$15	\$8	\$12
Four hrs	\$25	\$40	\$20	\$32
Full day	\$40	\$55	\$32	\$40
24 hours	\$40	\$55	\$32	\$40
add'l day	\$25	\$35	\$20	\$28
2day	\$75	\$105	\$60	\$80
week	\$165	\$235	\$115	\$155
wetsuits	\$5/day	\$25/week		

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Wk phone: _____ Hm phone: _____

____ No one else will be using this equipment.

____ The following persons will be using this equipment (all persons using any equipment listed on this Rental Agreement must read and sign separate Rental/Demo Release and Acknowledgement of Risk Forms):

RESERVATION _____ **Reservation Paid** _____

Credit card # for phone reservations only Visa MC Discover AmEx other

_____ Expiration date _____

RENTED ITEMS AND FEES:

Model & Boat #	Paddle #	PFD Size & Model	Price
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBTOTAL _____

TAX _____

TOTAL _____

Rental Period: Date and Time Out (am/pm) _____

Date and Time In (am/pm) _____

Rental Deposit: ____License ____Card ____Check ____Passport

Notes:

1. We do not rent singles to never ever paddlers. We require never ever paddlers to be in doubles and to stay to the shore side of a line from our dock to GP when renting from our dock. We will rent single "rec" boats to beginner paddlers and require them to stay to the shore side of the same boundary, and to paddle with another boat. To rent a "touring" single from us, you must be able to perform a paddelfloat self rescue.
2. Late returns are subject to an \$10/hr penalty.
3. We do not give refunds for early returns.
4. Weekend or 2 day rates not valid over any Holiday period. Pickup for weekend or 2 day rental period is from after 5 pm until closing on the evening before the 2 day rental period. Return is by 1 pm on the day following the rental

period.

5. We will waive the additional charge on late Returns if the delay is due to hazardous weather conditions.
6. Minimum rental period for transporting our Kayaks off premise or reserving a specific kayak is 24 hours.

CONDITIONS OF RENTAL:

Rentals are for use In Inland marine waters and lakes and flatwater rivers only. They are not to be used in whitewater rivers or surf.

The RENTAL DEPOSIT you leave with us is partial security against loss or damage (renter is responsible for the full retail value of the equipment rented if any loss or damage occurs). If loss or damage exceeds the value of the deposit, the renter must pay the balance.

Cleaning: There will be a \$20 cleaning charge in the event that any equipment is returned salty or dirty.

I have seen the kayak preparedness and safety video _____

I have declined to view the kayak pre paredness and safety video _____

I have read and understand this form including the **Notes** and **CONDITIONS OF RENTAL**. I agree to be bound by the terms specified in the **Notes** and **CONDITIONS OF RENTAL**. I understand that once I have reserved items by paying the rental fee in full, I will receive no refund of any kind if I cancel my reservation, for any reason, within 10 days of the beginning of the reserved rental period.

Renter Signature: _____ Date: _____

Employee: _____

I ACKNOWLEDGE THAT THE EQUIPMENT RENTED WAS RETURNED AND THAT NO MALFUNCTION OR INCIDENTS AROSE OUT OF THE USE OF THE EQUIPMENT RENTED.

RENTAL/DEMO AGREEMENT RELEASE AND ACKNOWLEDGMENT OF RISKS

Signature: _____ Date: _____

In consideration of the services of **The Great Adventure, Inc.**, its shareholders, officers, directors, employees, agents, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "**THE GREAT ADVENTURE**") and the opportunity to rent or demo kayaking equipment from **THE GREAT ADVENTURE**, I hereby agree to release and discharge **THE GREAT ADVENTURE**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that sea kayaking activities, including kayak rental and trips, entail known and inherent risks, and unknown] unanticipated risks which could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties, and my own or others' property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

These risks include but are not limited to the following: 1) weather conditions that may change quickly, including precipitation, wind, lightning, fog and excessive heat and sun; 2) water conditions that may change quickly, including waves, currents, tides, eddies, whirlpools and cold water temperature; 3) surf conditions along shore areas; 4) overexertion, hypothermia (being too cold) and hyperthermia (being too hot); 5) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or on land; 6) rocks or other debris falling from overhanging shore areas, falling trees or branches; 7) difficult terrain or walking conditions along the shore, including mud, slippery rocks and steep slopes, and marine life such as barnacles and sea urchins; 8) injury to a participant's finger, hand, arm, torso or head due to striking parts of kayak or being struck by other objects while in the kayak; 9) salt sores or ingestion of sea

water; 10) entrapment or being crushed while in a kayak; 11) personal injury or property damage to (or loss of) my equipment or property owned by others (including **THE GREAT ADVENTURE**) due to collision with motorized (including fishing vessels and nets) or non-motorized boats (including other kayaks, paddles and equipment) and their wakes, and with natural or man-made objects in the water such as trees and rocks or reefs, docks, piers, buoys, driftwood and other debris, or due to salt water immersion; 12) muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back, including knee injuries while getting into or out of a kayak, rotator cuff or shoulder injuries incurred during bracing or similar activities, and tendinitis or other repetitive strain injuries; 13) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 14) my own physical condition and my own acts or omissions, including my level of kayaking experience and expertise; 15) exposure to polluted or contaminated water; 16) falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting kayaks; 17) my own and other's attempts to exceed kayaking skills and/or kayaking in a reckless manner; 18) my own failure or that of others to follow commonly accepted safety guidelines, including always wearing appropriate foot gear and a personal flotation device; 19) my own and others' improper use of rental equipment; 20) inadequate repair or maintenance of **THE GREAT ADVENTURE'S** rental equipment; 21) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by **THE GREAT ADVENTURE**; and 22) error or negligence on the part of **THE GREAT ADVENTURE** and its employees, including inadequate instruction or assistance.

2. **THE GREAT ADVENTURE** has made no representations concerning my ability to safely use the rented equipment, and **THE GREAT ADVENTURE** has made no representations or recommendations concerning the appropriateness of my proposed trip or float plan. I understand that I am solely and fully responsible for the selection of my proposed trip and float plan, including its appropriateness for my level of kayaking skills and experience.

3. I have carefully inspected the rented equipment being provided to me, and I accept that equipment as being clean and undamaged. I have received all requested instructions in the use of the rented equipment, and I have received satisfactory answers to any questions I may have asked regarding the use and function of the rented equipment. I understand that I am solely responsible for the safety and good operating condition of the rented equipment from the time I accept it until the rented equipment is returned and accepted by **THE GREAT ADVENTURE**. I will permit no other individuals to use the rented equipment unless specifically authorized in writing by **THE GREAT ADVENTURE**. I agree to use a personal flotation device at all times. I further agree to use a spray skirt, and to keep a pump and paddle float on deck within reach at all times, if this equipment is issued to me. I agree to bear the cost of repair or replacement, in a manner acceptable to **THE GREAT ADVENTURE**, of any of the rented equipment that is lost or damaged during my rental. I also agree to be responsible for returning the rented equipment in a clean condition, with no sand, mud or debris left on or in the rented equipment. If any of the rented equipment is not returned in clean condition, I agree to pay the cost incurred by **THE GREAT ADVENTURE** to clean such equipment.

4. I specifically recognize there are risks involved in transporting rented equipment to and from **THE GREAT ADVENTURE'S** premises. I accept any and all risks of injury and damage to the rented equipment, to property belonging to myself and to others, and to myself and others personally, which risks are related to transporting the rented equipment. These risks include, but are not limited to, the rented equipment and/or racks coming untied or otherwise loose from the vehicle while in motion.

5. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to rent **THE GREAT ADVENTURE'S** equipment and participate in kayaking activities in spite of the risks.

6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **THE GREAT ADVENTURE** from any and all claims, demands or causes of action which are in any way connected with my participation in this activity, including any such claims which allege negligent acts or omissions of **THE GREAT ADVENTURE**.

7. Should **THE GREAT ADVENTURE** or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action

resulting from my participation in this activity shall be brought only in Whatcom County, Washington. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

8. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against THE GREAT ADVENTURE on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document. I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Renter: _____ Print Name: _____

Address: _____

Renter's Age: ____ (Check 18 years or over) or ____

Telephone: _____ Emergency Telephone: _____ Date: _____

NOTE: The form actually used by The Great Adventure is contained on one 8.5 x 14 sheet of paper rather than on two 8.5 x 11 sheets of paper.

This release is for illustrative purposes only. Outfitters should consult with their own legal advisor regarding the preparation of release forms for use in states in which they operate.

RENTAL PROCEDURES FOR KAYAKS

WHEN THEY CALL ON THE PHONE OR ASK ABOUT RENTALS:

In person or over the phone, all customers must receive the same information from every employee in every instance. So after answering their questions, please be sure to read the following to the customer during any conversation about or inquiry into renting boats from us.

1. Kayak rentals include pump, paddle, and a spare paddle for each group, paddlefloat, PFD, sprayskirt and sponge. Boats without sealed bulkheads come with floatation.
2. We do not rent PFD's, paddles, or any other kayak accessory by themselves since we have just enough to enable us to rent our kayaks. Demos of accessory items can be arranged.
3. We do not rent singles to never-ever paddlers. We require never ever paddlers to be in doubles and to stay to the shore side of a line from our dock to GP when renting from our dock. We will rent the Manteo and the Santa Cruze (or other "rec" singles we acquire) to beginner paddlers and require them to stay to the shore side of the same boundary, and to paddle with another boat. To rent a touring" single from us, you must be able to perform a paddlefloat self rescue.
4. Rentals are for use in inland marine waters and lakes and flatwater rivers only. They are not to be used in whitewater rivers or surf.
5. We do not rent for overnight trips from our dock. Any public beach campsites are a considerable distance from Fairhaven and involve paddling across serious boat traffic. All rentals are due back by closing if paddling from the dock.
6. We offer a kayak preparedness and safety video for any renter to watch. We require anybody who will be in one of our kayaks to read and sign a current Rental/Demo Release and Acknowledgement of Risk. You must sign the

- Rental/Demo Release and Acknowledgement of Risk each time you rent. Allow an hour for an orientation to the equipment, watching the video and reading and signing all the forms, more at peak times (Friday evening as an example). Absolutely no one can be authorized to use any of our equipment unless we have a current Rental/Demo Release and Acknowledgement of Risk form signed by that person for the current rental period.
7. We will not rent a boat for anyone under 18 who will not be paddling with an adult. No persons under 12 can rent or use a single with or without adult accompaniment. No one under 8 can be in a one of our kayaks. All renters must wear a US Coast Guard approved Type III PFD, designed for their age and weight, and it must fit properly, whether it belongs to us or not.
 8. Persons under 18 cannot rent equipment for themselves. A parent or guardian, who must appear in person to sign the Rental Agreement, the Rental/Demo Release and Acknowledgement of Risk and an Indemnification Agreement, can rent equipment for a customer who is not yet 18. The customer who is under 18 and will be using the equipment must also appear in person to sign a Participant's Acknowledgement of Risks. Since all persons in any of our rental kayaks must sign either a Rental/Demo Release and Acknowledgement of Risk, or a Participant's Acknowledgement of Risk, anyone in any of our rental kayaks must be able to read and write English.
 9. Be sure to wear nylon shorts or pants, a synthetic top, shoes or sandals that can get wet, and a sun hat, sunglasses, and sunscreen when you come to paddle. You should also bring some synthetic or wool clothing for warmth, some rain gear, some food and some water. Anything you take with you may get wet or fall into the water and sink, so carefully consider what you take along. We will not be responsible for valuables left on or lost from the dock or the kayak.
 10. Rental days for customers who want to rent boats and transport them away from our dock are 24 hours starting from when the boat leaves the dock. Late returns are charged at \$10 per hour.
 11. **Be prepared to transport the boat if you wish to carry the kayak away from our rental dock.** You will need someone to help carry the kayak and gear to your car (we may be too busy to help on demand). You will also need a car-rack, strongly mounted, with a minimum of 28" between the crossbars (24" OK with factory saddles), and 100' of rope for each kayak (or appropriate straps). Very few original equipment racks are strong enough for kayaks, so unless you have a Yakima, Thule or similar rack, you probably cannot rent transport one of our kayaks. Check your factory rack's rating with your dealer or with us in the Yakima book to determine maximum load capacity of your rack. The crossbars must be padded so the boats will not be damaged by contact with the bars. **RACK SPECS:** Load rating: 100# per crossbar, minimum spread: 28" or 24" with factory saddles. **ALL BOATS MUST BE TIED DOWN IN BOW AND STERN AND SECURED FROM MOVING SIDE TO SIDE.** The renter is responsible if the boat is damaged. It is the employee's responsibility to tell the renter what our rack requirements are and the customer's responsibility to determine whether their rack meets our specs. We can help carry the boat out to a customer's car if we have time, and we can show them how we tie down boats, but let them tie it down for the final time.
 12. We will only reserve kayaks for a full day or longer rental period. To reserve, the entire rental fee must be paid or charged to a card. We will reserve kayaks and equipment with a credit card number over the phone if the person cannot make it in to reserve in person. If payment is by card over the phone, we will ask you to bring in your card within 10 days or when you pick up your rental (whichever is a shorter time) so that we can swipe it through our machines to obtain an authorization from our bank card company. Reservations are absolutely non-refundable within 10 days of the rental date. Cancellations prior, to 10 days before the rental date are fully refundable.
 13. A deposit, separate from the paid rental fee that serves as your reservation deposit, and roughly equivalent to the retail value of the rented equipment, will be required for off site rentals. This can be in the form of a credit card slip imprinted with your card or check. For rentals from our dock, we require a valid license, passport or photo ID from the person signing the Rental Agreement, or car keys. This RENTAL DEPOSIT you leave with us is partial security against loss or damage (renter is responsible for the full retail value of the equipment rented). If loss or damage exceeds the value of the deposit, the renter must pay the balance.
 14. All equipment must be returned in a clean and undamaged condition to receive your deposit back and avoid cleaning charges. We expect you to wash all dirt, sand, food and salt out of and off of the items rented from The Great Adventure. There will be a **\$20 cleaning charge** in the event that the any equipment is returned **salty or dirty**. This fee may be withheld from the rental and damage deposit.

IN PERSON RENTAL PROCEDURE

- We reserve the right to refuse to rent a kayak to anyone.

- If we decide to rent a kayak to someone, we are in no way certifying their ability to safely use the kayak or that the current or expected conditions are safe to kayak in. Be very careful what you say.
- If someone is totally off the wall, refuse to rent the boat.
- If you judge the current weather or the expected weather to be too severe to rent, do not rent any kayaks to anyone. Use common sense, the weather radio forecast and your own paddling experience to make this call.
- We will not rent singles to never ever paddlers. We require never ever paddlers to be in doubles and to stay to the shore side of a line from our dock to GP when renting from our dock. We will rent the Manteo and the Santa Cruze (or other "rec" singles we acquire) to beginner paddlers and will require them to stay to the shore side of the same boundary, and to paddle with another boat. To rent a touring" single from us, you must be able to perform a paddlefloat self rescue.
- We do not rent for overnight from our dock. Any public beach campsites are a considerable distance from Fairhaven and involve paddling across serious boat traffic. All rentals are due back by closing if they paddle away from our dock.
- Rentals are for use in inland marine waters and lakes and flatwater rivers only. They are not to be used in whitewater rivers or surf.
- We will not rent a boat for anyone under 18 who will not be paddling with an adult. No persons under 12 can rent a single with or without adult accompaniment. No one under 8 can be in or use a rental boat from The Great Adventure, Inc. All renters must wear a US Coast Guard approved Type III PFD, designed for their age and weight, and it must fit properly, whether the PFD belongs to us or not.
- Kayaks are only reserved with payment of the entire rental fee. We only reserve for a full day rental period or longer. Get the Rental Deposit, which is security against loss or damage, and is unrelated to reserving a boat, at the time of the reservation if at all possible, or mark the form clearly that it needs to be done at pick up. Reservations are absolutely non-refundable within 10 days of the rental date. Cancellations prior to 10 days before the rental date are fully refundable.
- Customers who rent to take the equipment off premise must leave a deposit in the form of a signed bankcard imprint or check for the specified amount. For rentals from our dock, we require a valid license, passport or photo ID from the person signing the Rental Agreement, car keys, or the monetary deposit for security. The RENTAL DEPOSIT, be it check, card imprint, ID, or whatever, is partial security against loss or damage of the rented items. The customer whose name is on the Rental Agreement is responsible for the full retail value of the equipment rented if any loss or damage occurs. If loss or damage exceeds the value of the deposit, the renter must pay the balance.
- All renters need to sign their own current Rental/Demo Release and Acknowledgement of Risk form and satisfy all the above requirements of a renter. Any persons other than the renters who will be paddling or riding in the boat will also need to sign their own current Rental/Demo Release and Acknowledgement of Risk form and satisfy all the above requirements of a renter.
- No one under 18 can sign the Rental Agreement. For customers 17 and younger who satisfy the above requirements of a renter, a parent or guardian must appear in person to sign the Rental Agreement, the Rental/Demo Release and Acknowledgement of Risk and an Indemnification Agreement. They will be signing for themselves since they will be renting the equipment for the customer who is not yet 18. The under 18 customer who will be using the equipment must also appear in person to sign a Participant's Acknowledgement of Risks. Since all persons in any of our rental kayaks must sign a Rental/Demo Release and Acknowledgement of Risk or a Participant's Acknowledgement of Risk, anyone in any of our rental kayaks must be able to read and write English.
- If a parent objects to the paragraph in the Indemnification Agreement that authorizes us to administer first aid or to seek more advanced medical care for their child, that paragraph can be crossed out if it is a rental situation. If we are with the child in a class, tour or demo situation, the minor cannot use the boat unless the parent signs the complete and unaltered Indemnification Agreement.
- For off site rentals, have them watch the TASK video. If they have already rented here and have previously watched it, ask them to watch it again. If they insist that they don't want to, that is their decision. Have them initial the appropriate line on the Rental Agreement regarding their viewing of the video. For on site rentals, cross out the video box, but be sure to talk to them about the basics such as where they will choose to paddle, boat traffic, cold water immersion, keeping the grab loop out on the sprayskirt and how to exit, etc.

TOURING

RECREATIONAL

	Single	Double	Single	Double
One hr	\$10	\$15	\$8	\$12
Four hrs	\$25	\$40	\$20	\$32
Full day	\$40	\$55	\$32	\$40
24 hours	\$40	\$55	\$32	\$40
add'l day	\$25	\$35	\$20	\$28
2day	\$75	\$105	\$60	\$80
week	\$165	\$235	\$115	\$155
wetsuits	\$5/day	\$25/week		
Deposit	\$1350	\$2000	\$600	\$900

There are no separate rentals of equipment. Paddles, PFD's, or whatever. Boats and accessories can be demoed - see separate policy.

- Check off the equipment that you issue to the customer. Record the model of kayak, the boat number, the paddle number, the PFD size and the rental fees. Kayak rentals include pump, paddle, and a spare paddle for each group, paddlefloat, PFD, sprayskirt and sponge. Boats without sealed bulkheads come with floatation, so make sure it is in and inflated if it is an airbag. Show the customer how to check the float bags, and make sure they keep them partially deflated when car-topping or at other times when excessive exposure to heat could burst a full bag. Show them how to reinflate them when necessary. Wetsuits are available for an additional \$5/day or \$25 for a week. Check off the equipment in the checklist box as you inspect it, explain it, and issue it to the customer. Get them in the boat and adjust the footbraces for them. While they are in there, have them put on the spray skirt, being sure to explain why the pull-tab must be out. Have them practice taking it off. Explain how the rudder goes up and down and explain how to use it to steer the kayak. Make sure they know that the rudder must be up when landing. Make sure they know that running the boat onto the beach when landing will result in a damage charge upon their return. Tell them as much as possible about how the equipment that they are renting was designed to work and answer any questions they may have, but keep in mind that the rental procedure is not an educational session on how to kayak or how to use kayak equipment.
- Be sure they read the entire Rental Agreement. Be sure that they have listed any and all persons who will be using the equipment rented under their name, and be sure that we have a current Rental/Demo Release and Acknowledgement of Risks form from each person who will be using any of the rented equipment. Remember that no one under 18 can sign a Rental Agreement or a Rental/Demo Release and Acknowledgement of Risks.
- Be sure the Rental Agreement is dated and that you print your name or initial in the space provided. Give them blank copies of any forms that they have signed if they want copies. Place all the rental and liability forms and deposit documents or items from each boat together, fold them in half, and place alphabetically in the rental box.

Upon return of the boat, Check to make sure that everything that was checked out has been returned and check it as "in" on the rental agreement. Be sure that the kayak and all the equipment is clean, dry and undamaged. Be sure to check the hatches and the cockpit for personal belongings and dirt. If the boat is dirty when you are renting it, clean it up. Our standard for a clean boat is the condition that it is in when we send it out. A dirty boat is at least \$10. Lots of sand inside is \$20. Customers paddling from the dock do not need to clean the boat upon return unless they have somehow grossly soiled it. They are responsible for any damage, however, just like off- site customers.

Have them sign at the bottom of the form acknowledging that they returned it and that nothing noteworthy happened (assuming that nothing did). Place the signed form in the back of the rental box.

NOTE: If anybody does report an accident with or malfunction of any of our gear, take down all the facts you can get. Offer sympathy but no promises, no assurances of payment and do not discuss insurance coverage, etc. Get their name and number and tell them the manager will contact them.

Hang up the wet stuff, wash and hang up any dirty stuff, wash and/or pump out and drain the boat if necessary. Dip any wetsuits in Mirazyme and hang to dry. Put away the rest. If things need fixed or cleaned, FIX IT or CLEAN IT. If you

can't, ask for help or note it in the daily flow book if there is absolutely no way you can take care of it by yourself or before the end of your shift. **Wipe and spray the hulls of any kayaks that have sat tied to the dock during the day to get the grunge off. All kayaks that have been In the water and all equipment rented during the day should be sprayed with fresh water and hung to dry or sponged out each and every day.**

DEMO POLICY - Any boat can be demoed at no charge from the dock. Demo as defined here is the use of our equipment within site of the dock and between the dock, the shore, the Cruise terminal deck pilings and the gangway. Persons wishing to demo must sign a Rental/Demo Release and Acknowledgement of Risks form but should not sign a Rental Agreement. For persons under 18 that wish to demo a kayak, a parent or guardian must accompany the minor while paddling and must sign the Rental/Demo Release and Acknowledgement of Risk and an Indemnification Agreement for the minor. The customer who is under 18 and will be using the equipment must also sign Participant's Acknowledgement of Risks.

This demo policy is designed to allow persons who would not qualify to rent a particular boat from us to demo it. Since this is the case, keep these folks in sight and be prepared to offer assistance if necessary. Have a boat, a PED and a paddle at the ready on the dock in case you need to go and help someone. Persons who would qualify to rent a particular kayak may paddle a kayak farther away from the dock during a demo, but should not keep the boat out for more than a half of an hour.

The Werner Camano and San Juan paddles, as well as other gear, are available for demo to qualified customers - have them sign a Rental Agreement for the paddles and take a deposit if necessary, but no Release forms are necessary for a paddle demo. Persons demoing paddles may leave the demo area, but the maximum demo time shouldn't exceed a full day. When demoing other equipment, be careful not to short the dock in such a way that would prevent us from being able to rent a boat.

Demos that do not fit within this policy can go out as rentals, providing that the customer meets all the requirements of a renter, fills out all the forms, and pays all the fees. Rental fees equal to a two day rental may be deducted from the non-sale, non-package, full retail purchase price of a boat if the boat is purchased within the same calendar year.

APPENDIX U

"Before You Launch"

A Guide to Safe Paddling

The "Before You Launch" form was developed by the Trade Association of Paddlesports (TAPS) and is reprinted here with its permission. The commercial use of this documents is limited to current TAPS members. For further information, contact Neil Weisner-Hanks, TAPS Executive Director, 12455 N. Wauwatosa Road, Mequon, WI 53097 (800/755-5228)

TAPS

Trade Association of Paddlesports

Before You Launch

A Guide to Safe Paddling

We'd like to welcome you to sea kayaking with a word of caution. It can be a safe and rewarding activity if common sense prevails and certain precautions are taken. Before you put in for a day's paddle, check that you have the following:

ALWAYS TAKE

**IN ANY BUT THE MOST BENIGN CONDITIONS, ALSO
CONSIDER**

- <a kayak in good serviceable condition with plenty of secure buoyancy, fore and aft
- <a paddle
- <a sprayskirt that fits your boat
- <a personal flotation device and a whistle
- <clothing suitable for the conditions
- <a bailer or pump
- <an accessible spare paddle, mm. 1 per group
- <an accessible flare pack
- <a flashlight (even if you are only planning a daytime trip)
- <self rescue aids
- <rain gear and extra clothing in a waterproof bag
- <a minimum of 25 feet of tow line
- <charts, tide tables, and current tables
- < a compass
- <a knife
- <matches or lighters
- <a first aid kit
- <a weather radio

Without wishing to alarm anyone, we want to make it clear that sea kayaking is an activity that demands sound judgment and caution. This is always the case, no matter how experienced you are. Not surprisingly, your most vulnerable time is when you have the most to learn as a beginner. Here are some basic cautions to help you through the early stages.

THE SINGLE BIGGEST DANGER TO SEA KAYAKERS IS HYPOTHERMIA. COLD WATER KILLS. DRESS APPROPRIATELY. LEARN ABOUT HYPOTHERMIA

Thoroughly familiarize yourself with your boot.' Start gradually in moderate weather, close to shore, with on experienced companion. · Experiment with strong winds only when they are blowing toward shore.' Develop your paddling skills, including turning and bracing.' Learn and practice a self-rescue method appropriate for you and your boat, including deep-water re-entry. Practice a group rescue so you can help others. · Make a habit of carrying safety equipment. It will be easier to carry your safety equipment if you keep it stored in one bag.' Leave a float plan. Let someone know where you're puffing in and when and where you plan to return.' Leave a full description of your car. · Read all you can on the subjects of sea kayaking, weather, oceanography and cold water survival.' Get a weather forecast each day you are out. · Avoid paddling alone. · Be sure you are using a boat for the purpose for which it was designed. Like any mariner, you must know the principles of navigation and seamanship.

PRECAUTIONARY NOTES:

Make sure you are familiar with how to deal with the following situations, which can occur in open water. Consult local experts or available literature for additional information on these important subjects.

A. Weather

Wind. Avoid paddling when whitecaps are visible until you thoroughly appreciate their effect. Wind can: 1) upset a kayak 2) make it difficult to turn 3) create unmanageable waves 4) prevent you from holding a course 5) slow you down or stop you. **Fog.** Fog can result in sudden and total disorientation. You will need a compass, but you may gain some orientation from sounds of beach surf, bells, foghorns, etc., as well as from steady wave and wind direction.

B. Currents

You will encounter two principal types of current on the sea: reversing tidal current and continuous ocean current. Strong current can aggravate conditions caused by adverse weather, particularly when current and wind are opposing. They can also cause difficult eddy and wave conditions even on utterly still days, from the sheer force of the flow. Precautions: 1) Read your chart to help identify danger points. 2) Use any available information to estimate slack or favorable current and time your passage or crossing for that period. 3) Paddle in current under controlled conditions to familiarize you with its effect. 4) exercise caution when the current and wind direction oppose each other.

C. Topography

Topography affects wind and water conditions in shallows, beach surf, headlands, cliffs and river mouths.

Shallows: Waves steepen and break heavily on shallows. Avoid those areas when waves are large or strong currents are forced to flow over them.

Surf: Waves steepen and break on beaches and shoals. Generally, try to avoid landing in surf with a loaded kayak. Avoid surf on rocky beaches.

Headlands: Conditions are frequently more difficult off headlands with increased wind (funneling), accelerated current and rebound waves. Seas become chaotic.

Cliffs: Cliffs limit landing sites and can cause chaotic rebound wave conditions.

River mouths: Difficult wave conditions occur when a river outflow runs against the waves.

People Hazards

Watch for powerboats, ships, tugboats with barges and all other watercraft. Make yourself visible and never assume you have been seen or have the right of way.

Lake Paddling

With the exception of the tides, large lakes pose most of the difficulties and dangers of the sea. Waves, however, are sleeper and more likely to break than on the sea.

...FINALLY

The basis of safe sea kayaking is sound judgment, self-responsibility and technical competence. Join a club, take a class, read books and/or consult local experts to learn all you need to know about the sport. Remember that where you paddle, others will follow. Leave your campsite as you would like to find it.

HAPPY PADDLING