

Winding River Campground & Livery
6752 Weymouth Road, Mays Landing, NJ 08330
Telephone: (609) 625-3191
RENTAL LEASE/LESSOR

LESSOR ASSUMES NO RESPONSIBILITY FOR PERSONAL PROPERTY (LOST OR DAMAGED) OR PERSONAL INJURY WHICH MAY BE INCURRED DUE TO THE USE OF THIS UNIT/PROPERTY. IN LEASING THE UNIT/PROPERTY, I, THE UNDERSIGNED, REPRESENT AND AGREE THAT:

WARNING

I understand that there are significant elements of risk involved with any outdoor adventure, sport or activity, the use and presence of water craft, including but not limited to: canoes, kayaks and float tubes, and the use/presence thereof only escalates the danger while in an aquatic environment. I am aware that this activity entails the risks of injury or death. Risks include but not limited to: Changing water flows/currents; collision with other participants, any portion of the water craft, or other water craft, manmade or natural objects including overhanging, semi-submerged or submerged tress, branches or other obstructions; Cold weather and heat related injuries/illnesses; Inclement weather, variances and extremes of wind, weather and temperatures; the presence of insects, animals, marine life and bacteria/viruses; Accidents or illnesses occurring in a remote/isolated area where there are no medical facilities.

1. Whereas, the Great Egg Harbor River is a nationally recognized Wild, Scenic and Recreational River. Therefore, I am forewarned that this river system changes constantly, and in no way is the lessor responsible for natural, or unnatural changes to same, that my afford obstacle, obstructions or hazards to myself or others in my party.
2. I understand that a canoe, kayak or float tube must at all times be operated in a responsible and prudent manner. Maneuvers which unreasonably or unnecessarily endanger life, limb or property, including but not limited to, ramming another unit or coming unnecessarily close to another unit near an obstruction or where traffic is congested shall constitute reckless operations and will terminate my lease without refund of any and all rental fees.
3. I understand that the use of canoes, kayaks and float tubes in an aquatic environment has an inherent degree of danger involved. I understand this and assume all responsibility for any actions that may cause the loss/damage property, either personal (included but not limited to: cameras, monies, keys, eyeglasses, contact lens, or jewelry) or leased or personal injury.
4. I understand, whereas the Great Egg Harbor River is influenced by outside factors, in which the Winding River Campground, INC (WRC, INC) and Winding River Properties, LLC (WRP, LLC) through their officers, agents and employees have no authority or control including but not limited to: weather and different levels of experience and expertise of leases to safely and enjoyably negotiate any and all natural and/or unnatural obstructions, obstacles, hazards and/or different levels of water flowage (gallon per minute).
5. I am not under the influence of any alcohol or drugs.
6. I am physically and mentally capable of operating the lease equipment.
7. Reasonable wear expected, I promise to pay for any loss or damage to the leased equipment.
8. I assume all responsibility should the unit covered by this lease become involved in any accident or incident which may result in damage to any property or injury to any persons in my party or any other party.
9. The leases will assume all responsibility to ensure the safety to themselves and all passengers.
10. The Leases will assume all responsibility that all Federal, State and Municipal Laws are abided by, including but not limited to:
 - a. No consumption of alcoholic beverages on public properties in Hamilton Township, Atlantic County, New Jersey.
 - b. Everyone in my party twelve (12) years of age and under shall AT ALL TIMES while on the waterway wear the supplied PFD (personal flotation device), and it has been advised and requested that I and everyone else in my party, wear the supplied PFD regardless of age and or ability.
 - c. All properties unmarked are to be considered PRIVATE PROPERTIES, all properties belonging to the Atlantic County Parks System are clearly marked, and crossing onto PRIVATE PROPERTIES may be subject to trespassing charges.
11. I understand that all of the rental properties do not have brakes, and will require my actions to insure a safe enjoyable operation.
12. I assume the responsibility for the safety of myself and others that are exposed to an aquatic environment, including the possibility of drowning or death, and shall insure that all parties will wear their supplied PFD, but I am also aware that the simple use of a PFD shall not in itself prevent such injuries.
13. I understand that the Great Egg Harbor River watershed is a valuable, pristine and fragile ecosystem and shall make every effort to ensure that all foreign matter is either placed in a garbage container, on the Atlantic County Park Properties, or shall be safely secured until the termination of the trip or trips, then property disposed of in the proper containers.
14. I have been advised that the only public sanitary facilities/restrooms available along the Great Egg Harbor River, are located at the Atlantic Country Parks of; Weymouth Furnace and Lake Lenape, along with the facilities at Winding River Campground.
15. I am aware that I am solely responsible for the return of all equipment to the rental office. I will be responsible for the full value of all equipment, either lost, damaged or unreturned.
16. I am aware that all property/equipment returned after 5PM shall involve a \$10.00 per hour/per equipment or part of hour late fee.
17. I promise to respect the homes, properties, and persons along the Great Egg Harbor River.

I have read and understand the above list of guidelines, and viewed the ACA/PPA advisory videotape. WHEREAS, I am about to take a trip on certain WRC, Inc., WRP, LLC Unit/Vessel and, doing so entirely upon my own will, risk and responsibility. NOW THEREFORE, in consideration of the permission extended to me by WRC, Inc, and officers, agents and employees, volunteers to take such trip or trips. I do hereby, for myself, my heirs, executors, and administrators, remise release and further discharge WRC, Inc. WRP, LLC., their officers, agents, employees, and volunteers on account of any injury to me which may occur from any cause during the trips or trips or continuation thereof, as well as any operations incidents to such trip or trips. I, for myself and any minor children for which I am a parent or legal guardian or otherwise responsible, any heirs personal representatives or assigns do hereby release, indemnity and save harmless WRC, Inc., WRP, LLC., their officers, agents or employees and each and every landowner, municipal, county, state and/or government agency upon whose property on activity is conducted from all liability and waive any claim/s or damage arising from any cause whatsoever against all loses, cost or damage on account of any injury, death and/or loss occurring or arising out of this lease.

I understand that in signing this document, form myself and/or minor children that I may be the parent, legal guardian, or otherwise responsible of, I may be waiving valuable legal rights. I have read and understand this document completely. I am aware of the risks involved with this activity, including but not limited to the possibilities of illness, injury, death and/or loss or damage to properties.

***The undersigned agrees to pay this rental charge in advance and aggress to return the equipment in the condition as received, no later than the period agreed to the owner's place of business.**

***I am fully aware that I am responsible to reimburse any and all attorney fees that may occur due to litigation for any loss, damaged or stolen equipment.**

***The undersigned also agrees to be responsible for the safe-keeping of this equipment and to reimburse the owners in full replacement value for any loss and/ or damage of any and all equipment rented, in the event of total loss of equipment by fire, theft, or breakage, or if equipment is not returned, on or before time due, by myself or anyone in my party.**

***Name on Credit Card:** _____ **Date:** _____
Credit Card Number: _____ **EXP Date:** _____ **CVV Code:** _____

Signature: _____ **Date:** _____

Please have each person in your party sign the reverse side of this sheet, that they have fully acknowledged all rules and regulations for all rental equipment.

Winding River Campground River Release Form

I am aware and have been explained to, that all equipment (ie; paddles, cushions, and life jackets) must be returned to the office.

1. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
2. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
3. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
4. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
5. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
6. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
7. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
8. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
9. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
10. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
11. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
12. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
13. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
14. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____
15. Print Name _____ Signature: _____
DOB/AGE: _____ Vehicle Make: _____ Color: _____