

Rental Information

Renter _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

Underage Participants _____

Drivers License # / State _____

Rental Agreement Information

RESERVATIONS: Reservations can be made up to 30 days in advance on a first come-first served basis. Reservations can only be made at the Bayview Outdoor Pursuits office during regular hours. Full payment is due at the time of reservation. Email OPursuits@cityofpensacola.com for an appointment.

CANCELLATIONS: An \$25.00 administrative fee will be assessed for all cancellations on rentals over \$50.00. A full refund (less administrative fee) will be issued for reservations canceled more than 48 hours in advance. No refunds will be issued on holidays or holiday weekends, for equipment that is picked up 30 minutes late without notice prior to scheduled pick up time, and for not picking up equipment at the time of reservation. No refund will be issued to any persons not permitted to use equipment as a result of appearances or indications of intoxication or under the influence of drugs or alcohol; any person exhibiting careless, reckless or otherwise unsafe behavior to include refusal or non-compliance with all rules set by Outdoor Pursuits. No refunds or partial refunds will be issued for early returns of equipment. Refunds will only be issued to the patron listed on the receipt. No cash refunds will be given at any time. If the original payment was made by check, we require 30 days for the check to clear before a refund can be issued. All refunds will be made by check through the Finance Department.

REQUIRED IDENTIFICATION: Proper identification (valid government issued ID or Driver's License) must be presented at time of rental. All renters must be 18 years of age or older to rent equipment.

LATE FEE: Equipment returned past due will be subject to a late fee equal to the hourly rates, for each day late the renter will be charged the daily rate(s) for the item(s) rented. The City, at its discretion, will determine if and when to report equipment stolen for law enforcement investigation and prosecutorial process depending upon the individual circumstances involving non-returned equipment.

CLEANING: Rental items must be clean when returned. A \$10 per item cleaning fee will be charged for equipment that must be cleaned. This includes drying out of camping equipment prior to packing.

DAMAGE DEPOSIT: A pre-authorized credit card hold will be retained for each individual piece of equipment that is rented as a damage deposit. Renter will receive the damage deposit back when the equipment is returned undamaged. Damages will be prorated for the cost of the repairs and/or the replacement of the equipment rented.

DAMAGE / LOSS/ INJURY: The renter is solely responsible for ensuring the safe and proper use of rental equipment. The renter shall bear all risks to damage or loss of equipment, damage to any other property as a result of use and handling of the equipment, as well as any injuries sustained. Equipment must remain in the custody and care of the renter at all times. Any equipment that is lost or stolen during the rental period following acceptance of the equipment until returned for inspection and received by a City staff member, will be the responsibility of the renter for all repair and/or replacement costs of the equipment.

EQUIPMENT RETURNS: It is the renter's responsibility to report all damage of the equipment to the City immediately. No equipment will be considered returned until it is inspected by a city staff member. Plan accordingly and allow time for this inspection (see refund section).

WEATHER AND DANGEROUS CONDITION POLICY: Be prepared for any kind of weather and dress appropriately. If your rental is canceled by the City due to conditions such as heavy rain, high winds, announcements that a small craft advisory is in effect or any other condition or circumstances that the City staff deems is dangerous, the renter will be given the choice of a full refund or rain check for another day. Our tours, rentals and events go on, rain or shine and we do not give refunds for "pop-up" inclement weather or other such conditions.

RESPONSIBILITY: It is responsibility of the renter to know how to use the requested equipment. The renter may ask a staff member for clarification about the proper use of equipment; however, such an explanation is not a substitute for proper training from a certified instructor. It is the responsibility of the renter to check all equipment prior to leaving the Bayview Outdoor Pursuits Center, and the renter must agree to accept the equipment "as is."

Renter agrees to obey all state and local boating and bicycle regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the equipment. In the event of a citation for violation of these rules, the Renter shall be solely responsible. Renter agrees to notify the City of Pensacola of any incidents, damages or injuries occurring during the rental period of the equipment.

Renter agrees to have all users of the rental equipment wear United States Coast Guard approved life vests, or US Consumer Product Safety Commission approved bicycle helmets. All children must always be under adult supervision. If renter and listed users wish to use their own safety equipment or other equipment it must be in proper and good working condition and meet all federal and state safety requirements.

Renter agrees to only allow participants who have signed a Release and Waiver of Liability, Assumption of Risks and Indemnity Agreement ("Release") with the City of Pensacola to participate.

Coronavirus/COVID19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. COVID-19 can lead to severe illness, personal injury, permanent disability, and death.

COVID-19 can be spread by community exposure, and the City of Pensacola (the "City") is taking reasonable preventative measures in order to reduce the spread of COVID-19. The City does not, and cannot, guarantee that you or your participating child(ren) will not contract COVID-19 through your voluntary participation in the City programs, sports, or use of facilities or rental equipment.

ASSUMPTION OF RISK: ACTIVITIES INVOLVING THE USE AND RENTAL OF EQUIPMENT INCLUDE INHERENT RISK. INHERENT RISKS CANNOT BE ELIMINATED REGARDLESS OF CARE TAKEN TO AVOID INJURY.

HOLD HARMLESS: I, as a parent or guardian and on behalf of myself and/or my child(ren), acknowledge that I am releasing the City of Pensacola, its elected officials, employees, agents, representatives, and volunteers from any and all liability, either individual, joint or several, which they may incur as a result of any acts of negligence, contributory negligence, or comparative negligenc, engaged in by me or my child(ren) which cause, either directly or indirectly, any bodily injury including death, sickness or illness of any kind including coronavirus/COVID-19 or water borne illness or disease, to me or my child(ren). I further agree that I will hold the City of Pensacola, its elected officials, employees, agents, representatives, and volunteers harmless from any liability, payment of damages, and attorney's fees, and will indemnify the City, its elected officials, employees, agents, representatives and volunteers in the event that the payment of damages, costs and attorney's fees is incurred by the City, arising out of or pertaining to in any way the negligence, contributory negligence, or omission of an elected official, agent, employee, representative, or volunteer of the City of Pensacola, or of the City of Pensacola itself.

Equipment Information

Pick Up Date _____ Scheduled Return Date _____
 Pick Up Time _____ Scheduled Return Time _____

Equipment Item	Quantity	Property Number(s)

Administrative Use Only		Check-Out Date _____
	Yes No	Return Date _____
All items returned?		Comments _____
All items returned on time?		
All items inspected?		
All items clean?		
All items free of damage?		
All items checked into?		Renter Initials _____ Staff Initials _____

Acknowledgment

I represent and warrant that I have carefully read and fully understand all of the provisions of the City of Pensacola Parks and Recreation's Outdoor Pursuits Program and agree to abide by these guidelines.

Parent 1 Signature _____ Date _____
 Parent 2 Signature _____ Date _____