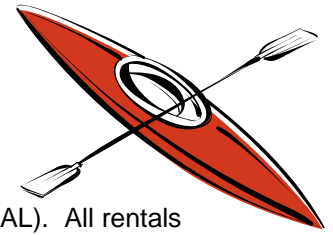


## TOWN OF WILLINGTON PARKS & RECREATION

### Policy & Procedures for Free Kayak Loaner Program



The Willington Parks and Recreation Department has obtained Kayak Equipment through a grant from Eastern Highlands Health District initiative "Healthy Eating, Active Living" (HEAL). All rentals include one life jacket and one paddle per kayak.

**Reservations** Loaner equipment is available Monday-Friday by appointment. The public may reserve for any service up to four weeks in advance. Reservations must be made at least 48 hours in advance. Only one open reservation will be allowed per household.

#### **24 hour rental unless equipment is available**

**May 15, 2012 - October 15: Pickup 9:00 am Tuesday –Friday Pickup; Mondays is 12:30 pm - Drop off 9:00 am the following morning(unless a weekend then drop off is Monday at 12:30)**

**Call (860) 487-3108 during office hours:** Monday 12:30 pm -7:30 pm; Tuesday- Friday 9:00 am – 2:00 pm, to schedule an appointment. Check in & check out location is at Town Office Building, 40 Old Farms Road.

**Equipment Condition:** Loaner will be assessed all repair or replacement fees for damaged equipment as per loan agreement. Patrons who develop a trend of misuse will be denied further use. Pre and post inspections will be conducted and signed for by the patron and on-duty attendant.

### **EQUIPMENT MUST COME BACK CLEAN**

#### **EQUIPMENT LOAN AGREEMENT**

**Responsibility** I assume full responsibility for the Town of Willington Parks & Recreation Department equipment listed on this Agreement.

**Lost/Damaged Equipment** I understand I am liable for all dirty, damaged, lost or stolen equipment and any fees associated with the listed equipment, and that all equipment must be returned in good condition as determined by the Town pursuant to Schedule A. Furthermore, I understand that I am personally responsible for the repair or replacement of lost, damaged, or stolen items that I have leased and/or used from the Town of Willington. Determination of the reparability of any damaged items is at the sole discretion of The Willington Parks and Recreation Department. The Town of Willington is not responsible for any damage to personal property during the rental period.

**Late Returns** I understand I am responsible for returning the listed equipment and all accessories by the time indicated on the Loan Agreement. **A late fee of \$20 will be assessed per day.**

**\*\*\*\*I understand that if legal action is taken to recover fees for damaged, lost, or stolen equipment and/or late fees that I must reimburse the Town of Willington for the costs incurred, including Attorney Fees.**

#### **KAYAK USE LOAN AGREEMENT**

- I fully understand that there are certain dangers involved in the use of a kayak that are beyond the control of Town of Willington Parks & Recreation Department and its employees, which may result in accident, injury, death or property damage either to myself or other persons. Such dangers include, but are not limited to, the possibility of capsizing which could result in drowning, the possibility of striking rocks or other objects which may damage or rupture the boat and the possibility of being exposed to the hazards of water level or weather changes (including rain, lightning, fog, high winds and rough water) which may cause hypothermia.
- I acknowledge that I am familiar with the operation of a kayak and that I have been encouraged to **wear a life vest** at all times while using it.
- I do not have any physical condition which would endanger my health by engaging in this activity.

- I acknowledge that the kayak has been borrowed for my use only, and I have no authority to permit other persons to use it.
- I understand that the use of this rental equipment while under the influence of alcohol or illegal drugs is strictly prohibited.

**CAR-TOPPING DISCLAIMER AND AGREEMENT**

- I understand that it is my responsibility to ensure the safe and proper loading of my loaner kayak on my vehicle.
- I acknowledge that improper loading and attachment of my loaner kayak may result in damage to person (s), my vehicle, vehicles around me, and the loaner items themselves.
- I release Town of Willington Parks & Recreation Department staff from all liability for any assistance provided in loading or securing rental equipment.
- I understand that State Law requires a red flag or red light to be attached to any part of a load that projects more than five feet beyond a vehicle.

**Hold Harmless** I agree to assume sole liability for any injuries or damages received while using and/or loading Town of Willington Parks & Recreation Department Free Kayak Loaner equipment. I agree to release, indemnify and hold harmless the Town of Willington Parks & Recreation Department, and its officers, agents, employees contractors, and/or volunteers from any and all liability or costs, including attorneys and expert fees, associated with or arising from loaning equipment that may occur during either my use or the use by my minor child of the Town's kayak(s). This includes any injury or damage to the person or property of others, which I or my minor child causes or contributes to while using the kayaks, paddles, life jackets, or any other equipment loaned from the Town. I understand that participation in any recreational or sport activity involves risk, and I further understand that the Town of Willington does not provide insurance for participants.

Everyone aged 18 and older must sign and date below. Signatures of parents/guardians assume responsibility for minor children.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

=====  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Drivers License #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Equipment Requested: **Kayak** 1 2 3 4 5 **Paddle** 1 2 3 4 5 **Life Vest** 1 2 3 4 5 6 7 8 9 10  
 Requested Loan Dates: \_\_\_\_\_ to \_\_\_\_\_ Date Out: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_ a.m./p.m.

=====  
 I received the above equipment in good condition. Any pre-existing damages are listed below:

\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Date Due: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_ a.m. / p.m. \_\_\_\_

**FOR OFFICE USE ONLY:**

Deposit Pmt Type: **Cash** **CHK: #** \_\_\_\_\_ **CC #** \_\_\_\_\_ **EXP. DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
 \_\_\_\_/\_\_\_\_ **VISA/MC**

**SIGNATURE:**

(As it appears on card) \_\_\_\_\_ **NAME OF CARDHOLDER** (printed):

\_\_\_\_\_

Returned: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_ a.m./p.m. On time /Late