



**Campbell County Fiscal Court
Campbell County Parks & Recreation Department**

Kayak Storage Agreement & Waiver/Release of Liability

Campbell County Fiscal Court/Campbell County Parks and Recreation Department agrees to rent to the tenant one storage slot in the kayak rack located at AJ Jolly Park, 1501 Race Track Road, Alexandria, KY 41001. TENANT FULLY UNDERSTANDS that:

1. Storage Costs: Units will be rented on a per season basis at a cost of \$140 for the season (April through October). If a unit opens later in the season, a tenant can rent for the remainder of the season at a rate of \$25 per month; Prices are per slot for up to two kayak(s), no other personal property may be stored in the slot. Tenants will be given a sticker to place on their kayak(s). The sticker must be visible on the kayak(s) while stored on the premises. No refunds will be given if Tenant removes kayak prior to the end of their paid rental period. Reservations of a unit must be completed in person at the AJ Jolly Park Ranger Station.
2. Kayak(s) must be stored in a manner that does not interfere with other storage rack users and kayak(s) must be contained wholly within the assigned slot and must not impede access to other slots. Tenants will not alter slots, rack or fixtures.
3. The security of the kayak is the sole responsibility of the tenant. Campbell County Fiscal Court/Campbell County Parks and Recreation Department is not responsible for damage or theft of stored items. The tenant must provide their own locking device. Campbell County Fiscal Court/Campbell County Parks and Recreation Department accepts no liability for damage to, or security of tenant's property. It is mandatory that kayaks be secured by tenant's own locking device at the front of the assigned slot.
4. Any damage or theft should be reported immediately to the Parks and Recreation Director or Ranger on duty.
5. Slot rentals do not carryover from season to season. Kayaks must be removed by November 15th of each year. Kayaks left after this date will be removed by Parks and Recreation Staff and considered abandoned property. The County has no liability to tenant for disposing of any kayak as abandoned property. Applicants must reapply each year on a first come, first served basis. Reservations for the upcoming season will begin each spring when the Ranger Station opens, typically the third Monday in March. For the 2025 Season, reservations will open March 17th.

Primary Tenant Name: _____ **Date:** _____

Address: _____

City: _____ **Zip:** _____

Phone Number: _____ **Email:** _____

Emergency Contact Name and Phone Number: _____

Kayak Color/Material:	Kayak Brand/Model:	Kayak Size/Type:
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Tenant shall initial below to confirm their understanding of the following provisions:

_____ Tenant agrees to pay \$140 for the season OR, for units that become available mid-season, \$25 per month times the number of months remaining in the season. Choose One.

_____ Tenant agrees to provide their own locking devices and to store kayak in the assigned slot only and adequately secure it at the front.

_____ Tenant agrees to assume all risks in connection with using the storage rack and agrees to indemnify and hold harmless the Campbell County Fiscal Court/Campbell County Parks and Recreation Department and its employees from and against all claims, damages, losses and expenses resulting from the rental and use of the storage rack in accordance with this agreement.

_____ Tenant agrees to affix sticker to the kayak while stored on the premises.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE all persons, agencies, parties, or organizations associated with the Campbell County Fiscal Court, and/or Campbell County Parks & Recreation Department, including their respective instructors, instructor trainers, and certified instructor trainer educators, volunteers and volunteer instructors, administrators, directors, agents, officers, members, volunteers, and employees, other participants, as well as any sponsors and advertisers along with any of their affiliates, agents, representatives, assigns, successors, officers, directors, shareholders, and employers, and if applicable, owners and lessors of premises on which the KAYAK STORAGE takes place, including, but not limited to, AJ Jolly Park, AJ Jolly Golf Course, Pender Park, Campbell County Parks & Recreation/Campbell County Fiscal Court and any affiliates or subsidiaries of such entities, any successors and assigns of such entities, and any officers, directors, shareholders, agents, and/or employees of/or associated with such entities (each considered one of the **“RELEASED PARTIES”** herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY/OUR ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASED PARTIES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS;** AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf makes a claim against any of the “RELEASED PARTIES”, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE “RELEASED PARTIES” from any litigation expenses, attorneys’ fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature of Tenant: _____

FOR OFFICE USE ONLY:

Paid by: _____ Credit Card _____ Check payable to *Campbell County Fiscal Court*
Amount Paid: _____ Date Paid: _____ Ranger Name: _____
Slot # Assigned: _____
Season Rental: _____
Monthly Rental: _____
List start date and months paid.