

DATAW ISLAND OWNERS ASSOCIATION  
KAYAK STORAGE AGREEMENT

Owner's Printed Name: \_\_\_\_\_

Spouse's Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Alternate Cell Phone \_\_\_\_\_

Description of Kayak:

Kayak Make \_\_\_\_\_

Model \_\_\_\_\_

Length \_\_\_\_\_

Weight (lbs) \_\_\_\_\_

Color \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_

**GENERAL AGREEMENT**

RATE: The DIOA hereby leases to Owner, and Owner hereby leases from DIOA, one kayak storage rack for \$175.00/year. The rack rate will not be prorated after the first year and no refunds will be given if an Owner informs the DIOA the kayak has been removed permanently from its assigned rack. DIOA retains the right to DIOA change the rate at its sole discretion.

STORAGE LIMITATIONS: No equipment or supplies will be stored with the kayak.

**Release and Waiver for Liability and Indemnity Agreement**

The undersigned acknowledges that the Dataw Island Owners Association (hereinafter called DIOA) is extending a special privilege in allowing him or her to store his or her kayak. In consideration of the privilege to store kayaks at the Dataw Drive Kayak Launch Facility, the undersigned, for himself or herself and any personal representative, heirs, and next of kin, hereby acknowledges, agrees and represents the following:

**RELEASE** I agree to release, waive, discharge, and covenant not to sue the DIOA, its directors, officers, employees, and agents from all liability to me, my personal representative, heirs, and next of kin for any loss, theft, or damage, and any claim or demands therefore on account of injury to my property, whether caused by the negligence of the DIOA or otherwise during the rental period.

**INDEMNIFICATION** I agree to indemnify and save and hold harmless the DIOA from any loss, liability, theft, damage or cost that may incur due to my storing my kayak, upon or about the DIOA premises whether caused by the negligence of the DIOA or otherwise.

**ACCEPTANCE OF RISK** I understand that the DIOA never intended, nor designed the above mentioned area to be used as a storage facility and I acknowledge that the DIOA does not guarantee the security of the property being stored. In addition, I realize that the area is not locked, secured or guarded. Therefore, I agree to assume full responsibility for and risk of property damage due to the lack of negligence of the DIOA or otherwise while my kayak is stored during the rental period.

**POLICY** Storage of kayaks at the Dataw Drive Kayak Launch Facility is allowed year round but in the event of an approaching names storm, all kayaks may have to be removed by the undersigned owner or a representative if notified. I agree to only store my kayak on the rack assigned and agree that a rack storage space will be assigned to each applicant by the kayak coordinator appointed by the DIOA Board. I also agree to keep my kayak locked to the rack at all times when not in use. An unlocked kayak will result in removal from the rack by the DIOA Board and a call to the member to come pick up the kayak.

**CONTACT PERSON** I agree to provide a contact person and a phone number in my absence so that, in the event of an emergency, the contact person will be responsible for my kayak.

The undersigned further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as South Carolina law allows and that, if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

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Signature

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Date

**Rack Number Assigned (STAFF ONLY)** \_\_\_\_\_