

## M.N. Spear Memorial Library ~ Canoe and Kayak Loan Program ~Release

M.N. Spear Memorial Library ~ 10 Cooleyville Road ~ Shutesbury, MA 01072

### Kayak Loan Program Policy

All users of the kayaks and related equipment; and parents or guardians of minors, are responsible for understanding the M. N. Spear Memorial Library Kayak Loan Program Policy.

Only people who have signed a Kayak Loan Program Release and Policy, or in the case of minors, have had a Release and Policy signed for them by a parent or legal guardian and submitted both documents to the M.N. Spear Memorial Library, may use the kayaks, and related equipment.

Parents or legal guardians of children ages five through seventeen must sign a Kayak Loan Program Release and Policy for equipment used with their children. Children may not use kayaks and related equipment without adult parental/guardian supervision. All release terms apply to both borrowers and their children.

All references to kayaks and equipment, both in this Policy and in the Canoe and Kayak Loan Program Release refer only to the particular water craft and associated gear made available at the discretion of the M.N. Spear Memorial Library and identified as available for the Loan Program on the date requested.

- Canoes and kayaks may be borrowed and used by Shutesbury Residents.
- Use of canoes and kayaks is based on availability of boats and appropriate life vests.
- Anyone using a canoe or kayak must wear a Coast Guard approved life vest.
- All borrowers must have a valid C/W MARS library card. If borrowers are not known to library staff, a valid picture I.D. must be shown with the library card.
- All borrowers must read and sign the Canoe and Kayak Loan Program Release and Loan Program Policy **every time** they borrow a canoe or kayak.
- Call the library, 259-1213 to check availability and **reserve a canoe or kayak for same day use only.**
- Canoes and kayaks can be borrowed for up to two days.
- Canoe and kayak loans cannot be renewed.
- Canoes and kayaks can be used only by persons who have signed a Release and Policy and submitted them to the library. Canoes, kayaks, and related equipment cannot be loaned to others.
- Canoes and kayaks may be used only at Lake Wyola. Removing the equipment from Lake Wyola is a violation of this borrowing agreement and may subject the borrower to an investigation for theft and/or conversion of Library property.
- When Borrowers have finished using a canoe or kayak each day, the Borrowers must return the boat to the storage rack and secure it with the lock provided.
- Canoes and kayaks may be used between sunrise and sunset. It is recommended that all users finish paddling thirty minutes before sunset to allow enough light to properly secure boat to storage rack.
- Canoes and kayaks may not be left unattended and unsecured at any time.
- Keys, life vests, and paddles must be returned inside the M.N. Spear Memorial Library during hours when the Library is open by the specified due date.
- Equipment returned after the due date is subject to a \$10 per day late fee with a \$50 maximum.
- Equipment (including parts) damaged, lost or more than 30 calendar days overdue will be promptly billed at the price listed in the item record.
- Failure to pay for lost or damaged Canoe and Kayak Loan Program equipment of any kind will result in the loss of borrowing privileges at all C/W MARS Libraries.
- Please be aware that all beaches and docks on the lake, other than the State Beach, the boat ramp at the end of Randall Road, and the small beach at Elliot Park where the kayaks are stored, are private property.
- Please be aware that the only public restroom available to kayakers is the composting toilet in the boat ramp area.

I, \_\_\_\_\_, understand and agree to the above rules and

(print name)

regulations concerning library canoe and kayak use:

Borrower

signature \_\_\_\_\_ Date \_\_\_\_\_

Due date and time \_\_\_\_\_

Library staff: Please verify Library card and identification checked, release read and signed, and policy read and signed. \_\_\_\_\_ (Library staff initial and date)

M.N. Spear Memorial Library Canoe and Kayak Loan Program Policy approved by the Library Board of Trustees, July 24, 2023

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**Release**

M.N. Spear Memorial Library ~ Town of Shutesbury~10 Cooleyville Road ~ Shutesbury, MA 01072

Canoe and Kayak Loan Program

Participant's Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_Cell Phone\_\_\_\_\_

Email\_\_\_\_\_

**This document affects your legal rights.  
You must read and thoroughly understand it before you sign it.  
This Release must be read and signed every time a canoe or kayak is borrowed.**

**Statement of risks:** There are significant elements of risk in any adventure, sport, or activity associated with watersports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "the Activity"). Although we have taken reasonable steps to provide you with appropriate equipment, **the Activity is not without risk.** Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be the causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGEMENT OF RISKS:** I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the water craft in which I am riding or any other portion of said craft, other water craft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat – or sun related injuries or illness including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase risk of an accident.

**I am aware that the Activity entails risks of injury or death.** I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I hereby knowingly and freely assume all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity and/or my use of the borrowed equipment, **even if the injury, death or property damage is caused, in whole or in part, by**

**the negligence of the M.N. Spear Memorial Library/ Town of Shutesbury** and any or all of their owners, officers, trustees, directors, volunteers, agents, committees, boards and employees.

I verify that I am physically fit and sufficiently qualified, trained and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis, or death.

I agree to **refrain from using alcohol or drugs** prior to and during my participation in the Activity. I agree to **wear a Coast-Guard-approved personal floatation device (PFD or life jacket)** during the entire time I am participating in the Activity. I agree that the borrowed boat will not be removed from Lake Wyola.

If I observe any significant hazard during my presence or participation in the activity, I will remove myself from participation and bring such to the attention of the nearest staff member or appropriate authorities immediately.

**RELEASE AND WAIVER OF LIABILITY:** I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the use of the borrowed equipment by me, **do fully and forever release, waive, discharge, hold harmless, and covenant not to sue the releasees from all liability** to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, **whether arising from the negligence of the releasees or otherwise**, to the fullest extent permitted by law.

I agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the Commonwealth of Massachusetts and exclusive jurisdiction thereof will be state court residing in the county where the alleged tort occurred or the federal courts of the Commonwealth of Massachusetts.

I, the undersigned, acknowledge that **I have read this liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign freely and voluntarily without anyhow inducement.** I agree that no oral statements or representations, apart from the language of the above agreement, have been made. I agree to borrow and use and return the equipment according to the stated loan policy. I will be responsible for the full replacement cost of any equipment I have borrowed from the M.N. Spear Memorial Library/ Town of Shutesbury and agree to pay for damages to or replace such equipment in the event of any damages other than reasonable wear and tear.

Participant's signature \_\_\_\_\_

Age \_\_\_\_\_

Date \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (ages five to seventeen):**

This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do consent and agree to his/her release, as provided above, of the releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, **do release and agree to indemnify and hold harmless the releasees from any and all liability** as a result of or arising out of my minor child's participation in the Activity, **whether arising from the negligence of the releasees or otherwise**, to the fullest extent permitted by law.

Minor Participant's Name \_\_\_\_\_ Date of birth \_\_\_\_\_  
MM/DD/Year

Minor Participant's Name \_\_\_\_\_ Date of birth \_\_\_\_\_  
MM/DD/Year

Minor Participant's Name \_\_\_\_\_ Date of birth \_\_\_\_\_  
MM/DD/Year

Minor Participant's Name \_\_\_\_\_ Date of birth \_\_\_\_\_  
MM/DD/Year

Minor Participant's Name \_\_\_\_\_ Date of birth \_\_\_\_\_  
MM/DD/Year

**★Parent/Guardian Signature** \_\_\_\_\_

**Date** \_\_\_\_\_