



SOUTHWEST KAYAK RENTALS

2517 Nasa Pkwy Ste 7

West Pier at Waterfront

Lakeside Yachting Center

Seabrook, Tx. 77586

P O Box 292 Seabrook, Tx. 77586

www.houstonrowing.com bayarearowing@aol.com

713-408-1318

PLEASE CALL FOR START TIMES

BOAT SHOW SPECIAL – FAMILY AND FRIENDS DISCOUNT, GET SECOND KAYAK TOUR FOR SAME DISCOUNTED PRICE – SIGN UP DAY OF TOUR, NO EXPIRATION

NOTE: EACH VOUCHER MUST BE PRESENTED BEFORE BOARDING, EACH VOUCHER IS FOR ONLY ONE PERSON

PLEASE SIGN WAIVER AND TURN IN DAY OF CLASS, SEE LAST PAGE

WELCOME KAYAKERS

Congratulations!!! On behalf of our entire team I welcome you to our activities. We are very excited to have you join us for the day. We look forward to your class with us at All Points of Sail Sailing and Kayaking School. Your event will be with a Licensed Captain registered with and authorized by the American Sailing Association and/or the United States Coast Guard. ASA is your international sailing link.

GENERAL INFO:

This is to confirm your kayaking class/tour to be held at the School on the discussed dates and times. This will allow for kayaking in the nicest part of the day, plus we will take advantage of the wonderful Texas weather. As with all water activities, electronics/cell phones are recommended to be left at home. We look forward to your feedback and want to encourage you to write me at the email address above with any comments you might have.

AREA AND HOTEL INFO:

For all of your hotel and local attraction information please call Rebecca Thompson at 281-474-9700. The Bay Area Houston Convention & Visitors Bureau is open 7 Days a week and Rebecca can offer you some of the local discounts available on hotels as well as attractions.

FOOD QUESTIONS:

Regarding timing, there will be a break for snacks so you should bring some food along.

HOW TO FIND US:

You can reach the facility as follows:

From I-45 proceed south from Houston on the Gulf Freeway until you reach the Nasa Parkway Exit. Proceed off the freeway exiting to your right. You will then drive under the Parkway and then exit to your right again and proceed east and proceed past Highway 3. Continue driving until you see the Hilton Hotel and the Lake. After you see the lake and pass the Hilton you will pass 6 red lights and take a right at the 6th light. Our school is on your right as you enter the Marina right across from the Subway restaurant. The Marina's name is Lakeside Yachting Center.

From Hwy-146 you would turn left on Nasa Parkway and at the first light take a left into the marina.

WHAT YOU NEED TO PURCHASE AND BRING ALONG (OPTIONAL):

Official Chart of Galveston Bay (#11326)

Coast Guard Navigation Rules

Whistle

Flashlight

LAKE, BAY, BAYOUS AND GULF OF MEXICO

We look forward to seeing you soon. Since 1988 we have had the opportunity to teach and meet others and support the lake, bay, bayous and the Gulf of Mexico. In connection with our marine heritage we offer an interesting combination of marine clothing, hats and charts. If you are interested just let us know.

WITH YOUR CLASS/TOUR

Be sure to take advantage of your one 2 FOR 1 TOUR with the captains. These TOURS are intended to boost your confidence in a great on the boat experience. In addition your one 2 FOR 1 KAYAK RENTAL is life time, so it never expires.

FREQUENT RENTER CLUB

As part of your kayaking experience we offer our Frequent Renter Club. As a frequent renter you receive the third rent at 50% off and the 5th rent is 65% off. All rentals after the 5th receive a 10% discount.

WHAT IS REQUIRED TO BRING TO MAKE YOUR TRIP PLEASURABLE:

WATER - ONE GALLON PER DAY PER PERSON

ICE and Ice Chest (Small)

Food

Hat

Sunscreen

Sunglasses

Lipbalm

Change of Clothes

WATER Shoes

Lifejacket (club provides these but you may want to bring your own)

PROPER ATTIRE

_ Winter wear should be layered IN LIGHT LAYERS, kayaking exerts lots of body motions and resulting body heat SO,

Be prepared to remove layers as needed, starting out to cover colder temps

Summer wear should be based upon the students desire to bask in the sun and tan or cover up as desired,

There will not be many stops in shade.

YOU WILL GET WET IN SIT ON TOPS, WATERPROOF CLOTHING IS RECOMMENDED.

TIPS AND TIPPING INSTRUCTORS

Tips are acceptable and common practice. The instructors look forward to serving the needs of the class and rowers. They pride themselves on a pleasant and peaceful outing, your thinking of them is appreciated.

OUR CLUB AND BENEFITS:

As a point of information, our Kayaking Club, which started over 20 years ago, is designed for those students who want to continue kayaking. Many students feel the need for continued training; hence we have the club that offers unlimited kayaking and refresher courses with unlimited mentor sessions. You can come as often as you like to both the outing and group rows offered so be sure to ask about it. The kayaks are part of the club. Also, the locked showers and restrooms and other amenities of the Yacht Club are part of the membership along with the UNLIMITED kayaking. Also, if you are interested in the outdoor sports area, windsurfing and sunfish sailing along with the larger keelboat sails are also included. The only requirement is that you drive down. The sails to the Bay, Lake and Gulf as well as parties and group outings have become a favorite of our members. Our schools and clubs have been on the lake since 1988 having fun in the sun and on the lake; we look forward to having you with us.

So, as a member of the club your benefits include:

- Unlimited kayaking and course refreshers
- Unlimited mentor program
- Unlimited kayaking
- Continental US kayaking trips and tours (Wyoming Flaming Gorge in 2009)
- Sailing if opted including sunfish and windsurfing
- Showers and restrooms
- Parties and group outings
- Camping trips

LIFEJACKETS (PFD'S)

Lif jackets are required to be worn at all times once in one of the kayaks. The student should purchase a suitable lifejacket (Type II, III or V) or you may use one of the school's life jackets. NOTE: This is a policy of our Sailing School. The student may NOT opt out of this requirement.

THE CLUBS KAYAKING PLAN, COURSES AND STUDENT OFFERINGS:

In conclusion, many students are most interested in completing the other outing offered by the club. Each student has the choice to take as many or as few outing as they wish. All of our outings are taught by USRC Certified Instructors. The Lesson Plan is as follows:

Hours	Description
6	K101 Beginning Kayaking Kayaking 101 is about the boat, paddle, equipment and three basic strokes
6	K102 Beginning II Kayaking Kayaking 102 is about the environment, interpreting the course, touring and two basic Strokes
24	K103 Remote Lake Kayaking Visit Lake Buchanan, Canyon of the Eagles and the first touring trip of the course
6	K104 Advanced Kayaking Kayaking 104 is about the student, wet reentry and kayaking equipment
4	Club Group Outing
4	Club Group Outing
4	Club Group Outing
4	Solo Kayaking
4	Solo Kayaking
9	Coastal Navigation Charting
72	Nationwide Kayaking Trip
143 Hours	Total Course Plan

SAFETY

RULE ONE – NEVER LEAVE THE BOAT

RULE TWO – ALWAYS ROW WITH A BUDDY

See you soon, and thanks again for choosing our School for your CLASS/TOUR. We trust that your experience will be pleasant and that you will come back to see us over and over. Should you have any needs or request please be sure to let me know.

Captain John www.lakesidesailing.com www.houstonrowing.com

NOTE: ALL CLASSES ARE A NON SMOKING VENUE, THANK YOU FOR YOUR SUPPORT.

NOTE: When a Kayaker signs up for one of ONE OF OUR classes/tours we save them a personal spot, just for them, for the CRUISE at the agreed upon date and time. We appreciate your understanding and support and hope to see you soon. We offer a life time guarantee for the CRUISE and if you need to reschedule/postpone your date you will always have your investment saved with a 100% in house credit life time guarantee and no rescheduling penalty

NOTE: IN ORDER TO TAKE THIS COURSE/TOUR EACH PARTICIPANT MUST HAVE THE ABILITY TO SWIM, THE GUIDE IS USRC QUALIFIED BUT NOT TRAINED AS A LIFEGUARD.

NOTE: LIFE JACKETS ARE REQUIRED TO BE WORN AT ALL TIMES, ALL LIFE JACKETS MUST BE PROPERLY FITTED FOR AGE, SIZE AND WEIGHT.

NOTE: CHILDREN UNDER THE AGE OF 18 ARE REQUIRED TO STAY WITH PARENTS/GUARDIANS AT ALL TIMES AND PARTICIPATE IN THE SAME KAYAK. PARENTS ARE REQUIRED TO SIGN A WAIVER ACCEPTING RESPONSIBILITY FOR THEIR UNDERAGE CHILDREN.

THIS IS A BINDING CONTRACT, TERMS AND CONDITIONS ARE AGREED TO IN EXCHANGE FOR PRICES PAID WITH SIGNATURE ON PAGE ONE

ROWING, KAYAKING, CANOE USE, SAILING, SKIING, BOATING AND PADDLING RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND REFUND POLICY ("AGREEMENT") between member and guests, user and guest, renter and guest, student, guest or charterer EITHER BAREBOAT OR CAPTAIN CHARTER ("USER"/"T") and Coggin Consulting, Inc., Sunset Charters, Lets Go Sailing, the Houston Rowing Club, the Lakeside Sailing School, All Points of Sail Sailing School, Club Riviera, Southwest Kayak Rentals, and/or the Lakeside Sailing Club, AND USED D/B/A'S ("Clubs")

IN CONSIDERATION of being given the opportunity to participate in any way in any rowing, sailing, club party, club function, skiing, boating, water activities and/or paddling activities ("Activity"), USER enters freely into this legally binding contract.

USER for myself, my personal representatives, assigns, heirs, and next of kin, as well as any minor's parent and/or legal guardian agree to and: 1. ACKNOWLEDGE, agree, and represent that USER understands the nature of Rowing, Sailing, Skiing, Boating and Paddling Activities, both on water and land based, and that USER and/or my minor children am/are qualified, in good health, and in proper physical condition to participate in such Activity and that I will abide by all prevailing terms, conditions and policies of the SCHOOL AND Club a copy of which is maintained on the premises.

2. FULLY UNDERSTAND that; (a) ROWING, SAILING, SKIING, BOATING, WATER AND PADDLING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages USER or my minor children may incur as a result of my or my minor children's participation in the Activity. USER understands this activity requires strong swimming ability. I hereby authorize any medical treatment deemed necessary in the event of injury while participating in any activity of the SCHOOL AND/OR Clubs;

3. AGREE AND WARRANT that USER will examine and inspect each Activity in which USER takes part as a USER or charterer of the Clubs and Schools (aka Sunset Charters, Coggin Consulting, Inc., The Houston Rowing Club, the Lakeside Sailing School, The Lakeside Sailing Club and Club Riviera and All Points of Sail Sailing School, Seagoing Classrooms) or any other entity affiliated with those clubs/businesses/schools and that if USER observes any condition which USER considers to be unacceptably hazardous or dangerous USER will notify the proper authority and will refuse to take part in The Activity until the condition has been corrected to USER'S satisfaction;

4. HEREBY RELEASE, discharge, and covenant not to sue the Clubs or any of its affiliated clubs/businesses, their administrators, owners, directors, agents, officers, members, volunteers, and employees, other participants, organizers, sponsors, advertisers, and if applicable, owners and lessors of premises and/or vessels on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, bases, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and USER further agree that if, despite this release and waiver of liability, assumption of risk, And indemnity agreement, USER, or anyone on my behalf, makes a claim against any of the Releasees, USER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim to the fullest extent permitted by law.

5. ACCEPT that as USER, there are no class fee refunds, rental fee refunds, membership refunds or purchase/charter/class refunds of any kind. Also, USER agrees (whether a member/user/renter or a guest or a student) to any film or photographs of me/us as participants become the property of the Club and may be used for promotional or commercial purposes and that dues may increase at anytime without notice but by not more than 5% per year billed monthly. USER also agrees that a 60 day notice of cancellation will be given and no credit card disputes will be made prior to the

written (or email) notification nor will credit card disputes be made within 60 days after notification. Also, USER agrees that the credit card supplied with this application may be used for all club, charter, miscellaneous and instructional activities at prevailing rates. This includes all lessons of any type, sailing, sculling and/or kayaking and continues until notified otherwise. Credit Card disputes WILL NOT BE MADE for rental/charter/user fees/class fees incurred. Terms are final as is where is.

6. AGREE to become familiar with all rules and regulations, exercising great caution when operating boats on area waterways. USER will be vigilant to changes in weather conditions and will not launch when storm activity is apparent or predicted in the local area. USER will at all times carefully inspect any and all rowing, sailing, skiing, water and paddling equipment which USER intends to operate before leaving the docks. Personal items should be left at home or in your car. Cell Phones, Personal Equipment and other personal items are the responsibility of the student/member. There will be no reimbursement for personal items lost/damaged or destroyed. Where equipment appears deficient or damaged in any way, USER will note this on the sign out sheet, advise Clubs management and return equipment to storage. I agree that as USER, USER IS responsible for damage and/or loss of any equipment or boat in my possession. USER'S signature on page one elects to opt out of the schools requirement of wearing PFD's at all times in a vessel.

7. FULLY UNDERSTAND that equipment is made available only to persons who have been certified to row, sail, water-ski, general water activities or paddle by a Club instructor OR that USER and USER'S guest and minor children am/are capable of such activity without such instruction. Should USER bring a guest, USER will insure that this certification has occurred or that USER'S guest is qualified to participate in any activity. USER may agree to not take a certification course before USER'S guest are allowed to use any rowing, sailing or paddling equipment and USER insures the USER and guest are capable of all activities. USER will be personally responsible for my guests and minor children as well as any equipment which they or USER chooses to operate and will return such equipment to its designated storage as a courtesy. 8. FULLY UNDERSTAND that USER is responsible to reimburse the Clubs for any damage to equipment caused by USER'S guests or USER and that USER IS required to sign out every time USER launches and that failure to do so may result in loss of membership or use of equipment privileges. 9. FULLY UNDERSTAND that safety is of primary concern to the Clubs. USER agrees to call 713-408-1318 if USER has any questions. If USER has an emergency, USER agrees to contact the proper authority: 911, Clear Lake Shores Police @ 281/334-1034, Rowing Management @ 713-408-1318 or Marina Management @ 281/334-1511. 10. BINDING ARBITRATION is agreed to by USER, USER'S GUEST, his/her heirs, assigns, executors, representatives and administrators of any kind to any dispute, claim or cause of action not released or waived by this Agreement and in any way related to or arising out of this Agreement, pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules and will be conducted in HARRIS County, Texas. USER WAIVES his/her right, if any, to a jury, court or bench trial of any type.

By filling out this form, USER acknowledges that USER has read this agreement, fully understands its terms, and understand that and that USER has signed it freely, that USER has given up substantial rights by doing so and have signed this 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**

and sign in sheet