



## Canoe/Kayak Rental Agreement, Waiver and Policies

I hereby acknowledge and agree to the following rental agreement and conditions:

**Initial All Below**

\_\_\_\_ Canoes/Kayaks are loaned or rented out clean and in proper working condition and must be returned in the same manner.

\_\_\_\_ Life Jackets are offered and recommended as part of the rental contract. Customers who decline to rent and wear Life Jackets have done so at their own RISK.

\_\_\_\_ Canoes/Kayaks are maintained on a daily basis. It is the responsibility of the customer to check the Canoe/Kayak BEFORE setting out on any excursion so staff can address any issues. PLEASE TAKE TIME TO FAMILIARIZE YOURSELF WITH THE CANOE/KAYAK, LIFE JACKET, PADDLES AND EMERGENCY KIT

Customer agrees to return the canoe/kayak, life jackets, paddles in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customer accepts use of agreement, AS IS, in good condition and accepts full responsibility for the care of the equipment while under his/her possession. Damaged canoe/kayak parts or components will be repaired or replaced at the discretion of Windswept and the customer agrees to pay regular shop labour rates and retail prices for components replaced if damage is not due to normal wear and tear –

**Return Checklist:**

Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_ Clean Y/N: \_\_\_\_\_ Paddle & Life Jacket returned Y/N \_\_\_\_\_

Damage Y/N: \_\_\_\_\_ Canoe: \_\_\_\_\_ Life Jackets: \_\_\_\_\_ Paddles: \_\_\_\_\_ Emergency Kit: \_\_\_\_\_

Other (explain): \_\_\_\_\_

Staff INITIALS: IN: \_\_\_\_\_ OUT: \_\_\_\_\_ Canoe/kayak \_\_\_\_\_

### **WINDSWEPT CANOE/KAYAK RENTAL ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT**

**ASSUMPTION OF RISK:** I understand and accept that renting this canoe/kayak and Life Jacket to participate in canoeing or kayaking exposes me or my child (if I am signing for a child under 18) to many hazards including potential risk of death, personal injury (including but not limited to severe spinal or head injury, drowning) and loss of or damage to property. I also understand a person needs to be in good physical condition to participate in canoeing/kayaking. I choose to canoe/kayak or allow my child to do so in spite of these risks and hereby assume all risk of injury or loss of life to myself (or to my child) and loss of or damage to property arising out of renting this canoe, life jackets for me or my child to participate in canoeing/kayaking. I understand the inherent risks involved in canoeing/kayaking and accept full responsibility for any and all such damage or injury which may result.

**WAIVER AND RELEASE:** In consideration for renting me this canoe/kayak and life jacket, I specifically release and forever discharge Windswept and its affiliates, Officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which me or my child may suffer while participating in canoeing/kayaking except for damage caused by the proven negligence of Windswept or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release Windswept and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, unless caused by the proven negligence of Windswept and whether based upon breach of contract, breach of warranty, or otherwise. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me or my child while engaging in renting this canoe or participating in canoeing/kayaking, I will have no right to make a claim or file a lawsuit against Windswept or its affiliates, officers, agents or employees.

\_\_\_\_ I understand the importance of wearing a Life Jacket. A Life Jacket has been recommended to me by Windswept staff. If I do not wear a Life Jacket I am doing so at my own risk and there is no deemed negligence on the part of the staff for my actions.

\_\_\_\_ I understand that canoeing/kayaking may result in severe injury, including but not limited to spinal or head injury, or death/drowning

\_\_\_\_ I understand that canoeing/kayaking may result in hazards posed by other boats or water conditions.

\_\_\_\_ Windswept staff have answered any questions I have had, especially about how to use the canoe.

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AN UNDERSTAND AND AGREE TO ALL OF THE CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY AND HAVE DONE SO AT THE TIME OF CONTRACTING FOR THE SERVICE. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT CANOE/KAYAK IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS OR OTHERWISE UNFIT TO DO SO.

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov/State: \_\_\_\_\_

Country: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_ Tel# & Email \_\_\_\_\_

Age (if under 18) \_\_\_\_\_ Parent or Guardians Signature (for under 18) \_\_\_\_\_