

## Kayak Canoe SUP & Equipment Rental Agreement

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

**NOTE:** By signing this document you will waive certain legal rights, including the right to sue. Please read carefully!

TO: LCWS, LLC d.b.a. Lake Champlain Water Sports (hereinafter referred to as the "LCWS") and their directors, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors, and assigns (hereinafter referred to as the "Releasees")

**DEFINITIONS:** In this term "Activities" shall include all activities related to the rental of kayaks, canoes, SUPs (hereinafter "the boats") and equipment shall include but is not limited to: still water, river, Lake Superior, inland lake paddling is surf or moving water; orientation and instructional courses, seminars, and sessions; and all travel, transport, and accommodation; and other such activities, events, and services in any way connected with or related to paddling or the rental of equipment.

**RENTAL AGREEMENT:** I accept full responsibility for the boats and equipment rented. I acknowledge that the items are accepted for rental understanding that LCWS takes no responsibility or makes no guarantees as to the condition or safe use of the items. I take responsibility for returning the equipment in the same condition as at the time of rental and agree to take financial responsibility for the **repair or replacement of any equipment deemed by them to be damaged or lost through use associated with this agreement.** In the case I return items late (for any reason) I agree to pay LCWS the value of a first day rental for all items for each day overdue. I understand there is no refund for early returns.

**PADDLING SAFETY:** I acknowledge that I have am advised to wear an approved personal floatation device (PDF) while paddling and to carry other safety equipment as required by LCWS (e.g., safety whistle). I am familiar with the proper use of the safety equipment, how to self-rescue, and of the Lake Champlain, inland lakes, and river paddling environments. I am aware that technicians are available to answer any questions that I may have as to the proper use of the equipment. I will not paddle in river conditions above class 2.

**ASSUMPTION OF RISKS:** I am aware that paddling and the rental of boats and paddling equipment involves many risks, dangers, and hazards including but not limited to: accidents which occur during transportation or travel to and from the put in; slip and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact, collision with, or entrapment by trees, logs, deadfall, boats, or equipment; hypothermia; drowning; changing and inclement weather conditions including storms, high wind, high waves, and lightning; on land or camping hazards such as falling due to uneven terrain, unstable beach logs, slippery rocks, falling branches, campfire, pressurized cooking fuels, and appliances, kitchen equipment, hot liquid; encounters with domestic or wild animals; mechanical failure of the equipment;

negligence on the part of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT. I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PADDLING AND THE RENTAL OF BOATS AND PADDLING EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

In consideration of the Releasees agreeing to rent me boat(s) and equipment and permitting my use of their services, equipment, and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury (including death), or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly as a result of my participation in the Activities and my use of the premises and facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the RELEASEES resulting from my participation in the Activities and my use of the equipment, premises, or facilities.

This agreement shall be effective and binding upon my heirs, next of kin, administrators, assigns, and representatives in the event of my death or incapacity.

That this agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties shall be brought within the Province of Ontario.

In entering into this agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this agreement.

I CONFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND AM SIGNING FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I

OR MY HEIRS, EXECUTORS, SUCCESSORS, REPRESENTATIVES, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Participant Signature

Participant Name:

Guardian/Parent signature if Participant is < 18 years old

List of minors <18.