



# RENTAL WARRANTY AND LIABILITY WAIVER with Chillwater Paddle Ltd. For Adults 18 years of age & older

I, (The Renter) agree:

- To wear my **PDF (lifejacket) AT ALL TIMES.**
- To **return the boat** and all equipment at the **agreed time** and to **pay additional fees** if returning the boat late (min. \$30/hour)
- To return the boat & all equipment **without damages.** Failure to do so can result in paying up to \$2000 for expenses incurred by Chillwater Paddle Ltd. For any boat damages, replacing the boat or other equipment. Credit Card information for the \*Damage Deposit will be supplied below.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

Chillwater Paddle, Ltd., and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as **“the Releasees”**).

## DEFINITIONS In this agreement:

- A) The term **“activities”** shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: flat water kayaking, whitewater kayaking, stand up paddle boarding; rental of kayaks, stand up paddle boards (hereinafter **“the boats”**) and other related equipment; and, all travel and transportation.
- B) The term **“transportation”** shall refer to all forms of transportation off road (ie. to and from water access areas) and on public roads and private roads, including Chillwater Paddle Ltd. owned vehicles, leased vehicles, Participant owned vehicles, or in any way related to the activities including, but not limited to: loading, unloading and travel in or movement around vehicles.
- C) The term **“Injury”** shall refer to all forms of physical, mental, and emotional injury in any way related to the activities and transportation including, but not limited to: death, breaks, strains, lacerations, dislocations, amputations, frostbite, hypothermia, trauma, property and financial loss, anxiety, phobias, allergies, psychological trauma and fears.

I am aware that the activities and transportation involve risks, dangers and hazards in addition to those normally associated with land and water. These may include, but are not limited to: cold water, strong winds, currents, waves, boat traffic, open water crossings, lightning strikes, slipping and falling, exposure to temperature extremes, inclement weather, failure to predict weather; the failure to boat safely within one’s own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other boaters, or rescuers; and **NEGLIGENCE ON THE PART OF OTHER PARTICIPANTS, CHILLWATER PADDLE LTD. OR THEIR EMPLOYEES, AND CONTRACTORS, INCLUDING THE FAILURE OF CHILLWATER PADDLE LTD OR THEIR EMPLOYEES, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES AND TRANSPORTATION.** Communication in both land and water terrain used is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BOATING 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 Chillwater Paddle Ltd. allowing me to participate in the activities, and transportation, and my use of their services, equipment and other facilities, and for other good and valuable consideration, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **Chillwater Paddle Ltd.** and their owners, directors, officers, employees, instructors, guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as the **“RELEASEES”**) and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the activities, and transportation, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF**

**CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES AND TRANSPORTATION.**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in boat rentals, and transportation;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, search and rescue, evacuation, and litigation resulting from my participation in the Activities, and transportation;
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity; and,
5. That this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Ontario and no other jurisdiction.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

**Print name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Rental Date:** \_\_\_\_\_

**Cell #** \_\_\_\_\_ **\*Credit Card #** \_\_\_\_\_ **Exp** \_\_\_\_/\_\_\_\_