

PURSUIT & PADDLE

Cowichan Valley, BC | www.pursuitandpaddle.ca

KAYAK & SUP RENTAL AGREEMENT, PARTICIPANT WAIVER, ASSUMPTION OF RISK AND LIABILITY RELEASE

(hereinafter referred to as the "Release Agreement")

WARNING: 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!

1. PARTICIPANT INFORMATION

Full Legal Name (First, Last)		Date of Birth (YYYY-MM-DD)	
Email Address		Phone Number	
Emergency Contact Name		Emergency Contact Phone	

Mailing Address (Street, City, Province, Postal Code)	
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2. DEFINITIONS

RELEASEES: Pursuit & Paddle Inc., together with its owners Michael and Julie Willing, operators, directors, officers, employees, agents, volunteers, contractors, partners, sponsors, and affiliates, and each of their respective heirs, executors, administrators, successors, and assigns.

RENTER/PARTICIPANT: The individual identified in Section 1 who signs this Release Agreement and who will be renting and/or using the Equipment provided by Pursuit & Paddle.

EQUIPMENT: All kayaks, stand-up paddleboards (SUPs), paddles, personal flotation devices (PFDs), leashes, dry bags, roof rack accessories, transport straps, and any other gear or accessories provided by Pursuit & Paddle for use during the Rental Period.

RENTAL PERIOD: The period beginning when the Equipment is issued to or collected by the Renter/Participant and ending when the Equipment is returned to and inspected by Pursuit & Paddle Staff.

STAFF: Any employee, contractor, volunteer, agent, or authorized representative acting on behalf of Pursuit & Paddle Inc.

PARENT/GUARDIAN: A person who is the biological parent, adoptive parent, or court-appointed legal guardian of a Minor Participant, and who has the legal authority to consent on the minor's behalf.

MINOR PARTICIPANT: Any individual under the age of 16 years who will be participating in kayaking and/or paddleboarding activities under this Release Agreement, and for whom a Parent/Guardian must complete Section 11.

Initials:

3. ACKNOWLEDGEMENT OF RISKS

I understand that kayaking and paddleboarding involve inherent risks, including but not limited to:

- Cold water immersion and hypothermia
- Capsizing, swamping, or falling from watercraft
- Drowning or near-drowning
- Changing tides, currents, and weather conditions
- Collisions with other watercraft, swimmers, or fixed objects
- Slippery shorelines, docks, and launch areas
- Equipment failure or malfunction

- Physical strain, fatigue, or overexertion
- Encounters with marine wildlife
- Sun exposure, dehydration, or heat-related illness

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH KAYAKING AND PADDLEBOARDING, 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.

Initials:

4. SAFETY AGREEMENT

I acknowledge and agree to the following safety provisions:

- ☐ I will wear a Transport Canada-approved Personal Flotation Device (PFD) at all times while on the water.
- ☐ I will stay within my skill level and not attempt conditions or routes beyond my ability.
- ☐ I will follow all instructions from Pursuit & Paddle staff and comply with all local regulations.
- ☐ I will not paddle under the influence of alcohol, cannabis, drugs, or any impairing substance.
- ☐ I will monitor weather and ocean conditions before and during my outing.
- ☐ I will turn back or not launch if conditions feel unsafe.

Initials:

5. EQUIPMENT RESPONSIBILITY

I accept full responsibility for all Equipment during my Rental Period and agree to the following:

- ☐ I will return all Equipment clean, complete, and undamaged, normal wear excepted.
- ☐ I agree to pay for repair or replacement if Equipment is lost, damaged, or returned late.
- ☐ I will not allow any unauthorized person to use the Equipment.
- ☐ I will return the Equipment by the agreed-upon date and time. Late returns may incur additional charges.

☐ I will report any equipment issues, damage, or incidents to Pursuit & Paddle Staff immediately.

Initials:

6. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in kayaking and/or paddleboarding and to use their Equipment and facilities, I hereby agree as follows:

RELEASE OF LIABILITY:

TO WAIVE ANY AND ALL CLAIMS THAT I MAY HAVE NOW OR IN THE FUTURE AGAINST 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 KAYAKING AND/OR PADDLEBOARDING, 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.

WAIVER OF CLAIMS:

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO THE PROPERTY OF, OR PERSONAL INJURY TO, ANY THIRD PARTY, RESULTING FROM MY PARTICIPATION IN KAYAKING AND/OR PADDLEBOARDING.

INDEMNITY:

I AGREE TO INDEMNIFY AND SAVE HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR COSTS THAT MAY ARISE FROM MY PARTICIPATION IN KAYAKING AND/OR PADDLEBOARDING, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Initials:

7. MOBILE RENTAL TRANSPORT LIABILITY (IF APPLICABLE)

If I am using the mobile rental option, I understand and agree to the following:

Transport Responsibility

- ☐ I am fully responsible for loading, securing, transporting, and unloading all equipment once in my possession.
- ☐ Pursuit & Paddle may offer guidance, but I am solely responsible for proper securing of all equipment during transport.

Damage to Equipment

- ☐ I am financially responsible for any damage to equipment during transport, including damage caused by improper tie-downs, rack failure, strap failure, or shifting loads.

Damage to My Vehicle

- ☐ Pursuit & Paddle is not responsible for any damage to my vehicle, roof, racks, windows, paint, or accessories caused by transporting rental equipment.

Damage to Other Property

- ☐ I accept full liability for any damage to other vehicles, property, or persons caused by equipment I am transporting.

Initials:

8. MEDIA RELEASE (OPTIONAL)

I grant permission for photos or videos taken during my rental to be used by Pursuit & Paddle for promotional and marketing purposes, including but not limited to social media, website, and print materials.

- ☐ **YES** – I consent to the use of my image/likeness for promotional purposes.
- ☐ **NO** – I do not consent to the use of my image/likeness for promotional purposes.

Initials:

9. GOVERNING LAW

This agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the applicable laws of Canada. Any disputes arising from or in connection with this agreement shall be resolved in the courts of British Columbia.

Initials:

10. ACKNOWLEDGMENT & PARTICIPANT SIGNATURE

I have read and understood this Release Agreement. I am aware that by signing this agreement, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

I confirm that I am 16 years of age or older, or that I am a minor with a completed Parent/Guardian consent (Section 11). I have signed this agreement voluntarily and without inducement.

Signature of Participant

Date (YYYY-MM-DD)

Printed Name of Participant

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11. PARENT / GUARDIAN CONSENT FOR MINORS (UNDER 16)

REQUIRED: This section must be completed by a parent or legal guardian for any participant under 16 years of age.

I, the undersigned, am the parent or legal guardian of the minor named below. I have read this Release Agreement in its entirety, understand its contents, and agree to the following on behalf of the minor:

- ☐ I consent to the minor's participation in kayaking and/or paddleboarding activities with Pursuit & Paddle.
- ☐ I accept the risks, dangers, and hazards described in this Release Agreement on behalf of the minor.
- ☐ I agree to the release of liability, waiver of claims, and indemnity provisions on behalf of the minor and on my own behalf.

- ☐ I assume full financial responsibility for any damage to or loss of Equipment caused by the minor.
- ☐ I confirm the minor is physically fit, a competent swimmer, and capable of participating safely.
- ☐ I agree to ensure the minor wears a Transport Canada-approved PFD at all times while on the water.
- ☐ I agree to ensure the minor follows all safety instructions from Pursuit & Paddle Staff at all times.

Minor's Full Legal Name		Minor's Date of Birth (YYYY-MM-DD)	
Parent/Guardian Full Legal Name		Relationship to Minor	
Parent/Guardian Email		Parent/Guardian Phone	

Signature of Parent/Guardian

Date (YYYY-MM-DD)

Printed Name of Parent/Guardian

Initials:

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12. RENTAL DETAILS (STAFF USE ONLY)

Equipment Type (Kayak / SUP / Other)		Equipment ID / Asset Number	
Rental Start Date & Time		Rental End Date & Time	
PFD Issued (Y/N)		Paddle Issued (Y/N)	
Staff Name		Staff Initials	

Equipment Condition Notes (Checkout)	
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Equipment Condition Notes (Return)	
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This waiver is governed by the laws of the Province of British Columbia and the applicable laws of Canada. Disputes arising from this agreement shall be resolved in the courts of British Columbia. This document is intended for use as both a print and digital-friendly form. For questions, contact Pursuit & Paddle directly.

Pursuit & Paddle Kayak / SUP Waiver | Rev. April 2026