

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY – BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THE WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

This agreement must be fully completed, signed, and witnessed prior to any equipment being issued.

PARTICIPANT INFORMATION

First Name: _____
Last Name: _____
Address: Apt # _____ Street _____
City: _____
Province/State: _____
Postal Code: _____
Phone Number: _____
Date of Birth (MM/DD/YY): _____
Driver's License Number: _____
Additional Passengers (if any): _____
Printed Name: _____
Signature: _____
Date: _____

DEFINITIONS AND DESCRIPTION

For this agreement, "Recreational Activities" includes all services and equipment provided by Titan Powersports & Marine Rentals Ltd, including, but not limited to, rental of jet skis, boats, personal watercraft, trailers, safety equipment, instruction or orientation, and any related transportation or assistance provided by the company, hereinafter referred to as "the Company" or "the Providers."

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In exchange for being permitted to use the Company's equipment and participate in the related activities:

I voluntarily release, waive, and discharge the Company and all of its owners, employees, officers, agents, representatives, contractors, affiliates, successors, and assigns (the "Released Parties") from all liability, claims, demands, or causes of action for injury, death, property damage, or loss that may arise from my participation or use of their equipment or facilities, including those caused by negligence, breach of contract, or breach of any legal duty.

I acknowledge that there are known and unknown risks, hazards, and dangers associated with jet ski and boat activities and accept full responsibility for all such risks, including serious injury or death.

INITIAL HERE: _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I further agree:

To indemnify and hold harmless the Released Parties from any liability or costs (including legal fees) arising out of my participation in the Activities or use of the equipment.

That this document is binding upon my heirs, next of kin, executors, administrators, and representatives in the event of my death or incapacity.

That any disputes will be governed by and interpreted under the laws of the Province of Ontario.

That any claims or proceedings will be brought exclusively in the courts of Ontario.

That I am solely responsible for returning all equipment in the condition it was issued, and I accept financial responsibility for any damage, loss, or cleaning required.

That I will be fully accountable for the actions of any passengers under my rental.

I authorize Titan Powersports & Marine Rentals Ltd to charge my credit card on file for any late returns, equipment damage, or unpaid balances without the need for further approval.

INITIAL HERE: _____

ACKNOWLEDGEMENT OF RISK

I understand and acknowledge:

I have been advised to wear proper safety equipment and have received instructions for safe use.

Physical exertion and outdoor activities may worsen pre-existing conditions; I affirm that I am physically fit and not under the influence of alcohol, drugs, or any impairing substances.

Participation involves inherent risks including equipment malfunction, collision, drowning, or other serious injuries.

I accept all risks and will not hold the Company or its staff liable for injury, death, or property damage.

FINAL CONFIRMATION

I certify that I have read this agreement in its entirety and fully understand its terms. I am signing it freely and voluntarily, with the understanding that I am waiving certain rights.

Signed this _____ day of _____, 20.

Participant Signature: _____

Printed Name: _____

Witness Signature: _____

Printed Name of Witness: _____