



RENTAL WARRANTY AND CONSENT

I, (THE RENTER) AGREE TO:

1. Perform a Check-Out paddle in the launch area, to ensure my paddling competency and safety.
2. STAY OUT OF THE WHITE BUOYS at the end of the airport runway.
3. Wear my PFD at all times.
4. Beach the boat in appropriate areas and to keep an eye on my rental boat, as I am responsible for theft.
5. Be extra cautious getting in and out of my boat and accessing floating docks.
6. Check that the boat has a bailer and towrope, and that a whistle is attached to the PFD before heading out.
7. Give right-of-way to Ferries/Cruise Boats on the water, and to pass to the right of an approaching boat.
8. Return the boat and all equipment at the agreed time and in the same condition as when it departed.
9. Pay for any expenses incurred by HCKC for boat damages, or replacing boat and other equipment.

I, (THE RENTER) ASSURE:

1. That I am qualified and competent to operate and navigate the boat and will operate it in a careful and prudent manner at all times during the term of this rental.
2. That I realize outdoor weather can change quickly, docks and other surfaces can be slippery, that waters are very cold, and that unforeseen circumstances can arise.
3. I will hold Harbourfront Canoe and Kayak Centre harmless against all damages and claims however arising or occasioned, whether to property or to myself or other persons in my party.
4. To permit HCKC to take in-tow and return my boat and passengers to dock if said are deemed to be in danger.

I, (THE RENTER) WARRANT TO YOU THAT:

1. I am familiar with the risk of serious injury or death, which may occur during the time of this agreement.
2. I believe that I am physically, emotionally and mentally able to participate in this program.
3. I understand that the sole responsibility for personal safety remains with me,
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the program.

I, (THE RENTER) UNDERSTAND AND AGREE:

On behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this program and execution of this document constitutes:

- a) An unqualified assumption of all risks associated with participation in this program by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein,
- b) A full and final release and waiver of liability of the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the program, sanctioning bodies, medical or rescue personnel (the releases), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise,
- c) An understanding not to sue the releases for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me,
- d) An agreement to indemnify, and to save and hold harmless the releases, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the releases or otherwise.

Print Name

Signature

(If renter will be under the age of 18, a parent will need to sign the above agreement for them and print both names)