



YOUTH RENTAL WARRANTY & CONSENT

FOR YOUTH AGED 15-17 RENTING ALONE FOR YOUTH UNDER 15 RENTING WITH ADULT

I, (THE RENTER) ASSURE & AGREE:

1. That I am a **Youth under the age of 18** and have **signed permission from my parent/guardian** to rent from you alone or with an Adult.
2. That I will be prepared to show ID for proof of age.
3. To perform a **Checkout Paddling Assessment** to ensure my paddling competency and safety.
4. **To STAY OUT OF THE WHITE BUOYS** at the end of the airport run.
5. **To WEAR PROPER FOOTWEAR** on Harbourfront Property and Docks at all times – **NO BARE FEET!**
6. To **WEAR MY PFD** at all times.
7. To beach the boat in appropriate areas and to **keep my paddle and PFD with me.**
8. To be extra cautious getting in and out of my boat and accessing floating docks.
9. To check that the boat has a bailer and towrope, and that a whistle is attached to the PFD before heading out.
10. To give right-of-way to Ferries/Cruise Boats on the water, and to pass to the right of an approaching boat.
11. To return the boat and all equipment at the agreed time and in the same condition as when it departed.
12. To 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.
2. That I realize outdoor weather can change quickly, docks & other surfaces can be slippery and that unforeseen circumstances can arise.
3. To permit HCKC to take in-tow and return my boat and passengers to dock if said are deemed to be in danger.
4. 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.

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 & notify HCKC 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 to continue participating.

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.

I, THE PARENT/GUARDIAN OF THE PARTICIPANT, HAVE READ, UNDERSTAND & EXECUTE THIS AGREEMENT ON BEHALF OF THE CHILD.

Child's Name: _____

Parent's Name (*print*): _____

Rental Date: _____

Parent's Signature: _____

Parent's Phone #: _____

Harbourfront Canoe & Kayak Centre (A Division of Water Travel Inc.)

Location: SW Corner of Rees St & Queens Quay West Toronto
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