



# RENTAL WARRANTY AND CONSENT

with Harbourfront Canoe & Kayak Centre (HCKC)

For Adults 18 years of age & Older

## SPECIAL COVID-19 CLAUSE & ASSESSMENT

### I, the Renter, assure & warrant to HCKC that:

- I am not showing any symptoms of COVID-19; ie fever, chills, cough, shortness of breath, sore throat, difficulty swallowing.
- I have not been in close physical contact with anyone who tested positive for COVID-19 in the last 14 days.
- I have not travelled outside of Canada in the last 14 days.
- If I am considered at-risk, I voluntarily choose to participate in this program. (At-risk includes: 70 years or older, compromised immune system, chronic health condition, or regular hospital treatments; ie dialysis, surgery, cancer).
- I am physically, mentally, and emotionally able to participate in this program.

### I, (The Renter) agree:

- That I am at least **18 years of age** and prepared to show ID for proof of age.
- To perform a **Paddling Assessment** to ensure my paddling competency & safety before heading out.
- To accept a full refund if it is determined that my **paddling abilities do not match the days' lake conditions**.
- To **WEAR PROPER FOOTWEAR** on HCKC property and docks at all times – **NO BARE FEET!**
- To wear my **PFD (LIFEJACKET) AT ALL TIMES**.
- I will **NOT BE UNDER THE INFLUENCE OF ILLEGAL DRUGS OR ALCOHOL** during the entire length of my rental.
- **To STAY OUT OF THE WHITE BUOYS** at the end of the airport runway.
- To check that the boat has a bailer and towrope, and that a whistle is attached to the PFD before heading out.
- To beach the boat in appropriate areas and **keep my paddle and PFD with me AT ALL TIMES**.
- To be **extra cautious** getting in and out of my boat and accessing floating docks.
- To give **right-of-way** to Ferries/Cruise Boats on the water, and to pass to the right of an approaching boat.
- 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 my boat & equipment **without damages**. Failure to do so can result in paying up to \$2000 for expenses incurred by HCKC for any boat damages, replacing the boat or other equipment. Credit card information for the \*Damage Deposit will be supplied below.

### I, (The Renter) assure & warrant to HCKC that:

- I am qualified & competent to operate/navigate the boat and will do so in a careful and prudent manner during the term of this rental.
- I realize outdoor weather can change quickly, docks & surfaces can be slippery, waters can be very cold, & unforeseen circumstances can arise.
- I am familiar with the risk of serious injury or death, which may occur during the time of this agreement.
- I understand that the sole responsibility for personal safety remains with me.
- If at any time I sense or observe any unusual hazard or unsafe condition OR feel I have experienced a deterioration in my physical, emotional or mental fitness, I will immediately remove myself from participation, and notify the nearest official.
- I will hold HCKC harmless against any and all damages and claims however arising or occasioned, whether to property, to myself or other persons in my party.
- I will 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) 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:

- 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;
- 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;
- 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;
- 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 \_\_\_\_\_ Rental Date \_\_\_\_\_

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