



**Watercraft Concession
Grand River Conservation Authority Watercraft Rental Waiver**

Boat	Kayak	Date: ____/____/ 20 ____ Time: From: _____ To: _____
<u>Fees</u>		
Please see park fee schedule or contact the park for hourly rates and availability.		
<u>Additional Fees</u>		
Additional fees may apply if rented items are lost or broken.		
Reservation or Cancellation fee..... \$13		
PAID \$ _____		
Payment Type: VISA MASTERCARD DEBIT CASH		

Last Name	First Name	Driver's licence #
Address		City
Prov.	Postal Code	Renter's Cell Phone #

IN CONSIDERATION OF THE USE OF THE RENTAL EQUIPMENT, I AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

RENTAL

1. Each watercraft will be inspected daily and at the beginning and completion of each rental period for damage and mechanical condition. I accept the equipment and the watercraft (collectively, the "Equipment") rented under this Agreement in its present condition and I accept full responsibility for the care of the Equipment I am renting. I agree to pay for any damage, howsoever caused, to the Equipment and the additional fees listed above to replace any Equipment at full retail value if it is lost, stolen or broken. I agree that the Grand River Conservation Authority will be the sole arbiter of the cost to repair any damage to the Equipment or the cost to replace any lost or stolen Equipment.

2. I understand that I will be charged a one-hour additional late fee if I return the equipment more than 15 minutes after my reserved rental time plus an additional one-hour late fee for each additional hour after that.

3. I agree that myself and all passengers will use a life jacket or PFD (personal flotation device) at all times.
4. I agree that I will not be under the influence of any drug or alcohol while operating the Equipment and no drugs or alcohol will be consumed in the watercraft.
5. I represent that I am familiar with the proper use of the Equipment and I understand that the rental personnel are able to answer any questions I may have concerning the proper use of the Equipment. I also agree that I will not use the Equipment improperly, including but not limited to jumping off of the Equipment or using the Equipment in any kind of rough or careless manner.
6. I acknowledge that I have been informed that the personnel of the Grand River Conservation Area are not trained in emergency rescue. Should an emergency arise responders can be contacted by calling 911.
7. I acknowledge and understand that my behaviour and actions while in command of a vessel is subject to provisions of various Provincial and Federal laws including criminal charges pertaining to the safe operation of a vessel and I agree to abide by all applicable Provincial and Federal laws and regulations.
8. The operator of the watercraft should continuously monitor water and weather conditions during rental period. If conditions become unsafe or severe weather is approaching, the operator should return to rental area immediately.
9. I agree that I will be the only one to operate the watercraft and only those listed below will be permitted in the watercraft. I understand there are no substitutions allowed.

Names of Additional individuals in watercraft

X	X
X	X

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the “Release Agreement”)

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!

TO: Grand River Conservation Authority and their respective directors, officers, employees, independent contractors, sub-contractors, instructors, agents, representatives, volunteers, successors and assigns **(hereinafter collectively referred to as the "Releasees")**

DEFINITION In this Release Agreement Canoeing, Kayaking, Paddle and/or Motor Boating (hereinafter "the Activities") shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: motor boating, stand-up paddle boarding, pedal boating, canoeing and kayaking; rental of watercrafts (hereinafter "the Vessels") and other equipment; orientation and instructional courses, seminars and sessions; and all travel and transport.

ASSUMPTION OF RISKS I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the put in; slip and falls while getting into or out of the Vessels; overturning of the Vessels; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, other natural obstacles, boats or equipment; drowning; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; negligence on the part of other participants; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES 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. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

IN CONSIDERATION of the Releasees agreeing to my participation in the Activities and permitting my use of their services, equipment, the lake area and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have 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 the Activities, my use of the Equipment or the use of the lake area and other facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT R.S.O. 1990, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE; INCLUDING ANY WARRANTY ON THE PART OF THE RELEASEES in respect to the design, manufacture, selection, installation, maintenance, or adjustment of the Equipment, or in respect of the provision of or failure to provide any warning, directions, instructions or guidance as to the use of the Equipment.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities or use of the Equipment;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and,

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5. Any litigation involving the parties shall be brought within the Province of Ontario and shall be within the exclusive solely within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities, other than what is set forth in this Release Agreement.

I AM 18 YEARS OR OVER AT THE TIME OF SIGNING. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND HAD THEM ANSWERED. I HAVE CONSIDERED THE EFFECTS OF THIS RELEASE AGREEMENT AND AGREE THAT THE LIMITATIONS CONTAINED HEREIN ARE REASONABLE. I ACCEPT THE RISKS CONTEMPLATED HEREIN. I AM AWARE THAT BY VOLUNTARILY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS OR SUCCESSORS MAY HAVE AGAINST THE RELEASEES. I agree to the terms herein. I understand that rental of the Equipment is not permitted without my execution of this Release Agreement.

Signed this _____ day of _____, 20____.

Signature of Renter/Operator: _____ Signature of Witness: _____

Name (please print clearly): _____ Name (please print clearly): _____

Pursuant to section 29(2) of the Municipal Freedom of Information and Protection of Individual Privacy Act R.S.O. 1990, C. M.56 the personal information contained on this form is collected under the legal authority of the Conservation Authorities Act, R.S.O. 1990, chapter C.27 and is used for waiver/legal purposes. Questions about the collection of personal information should be directed to FOI Co-Ordinator, Grand River Conservation Authority, PO Box 729, 400 Clyde Road, Cambridge, Ontario N1R 5W6. 519-621-2761.