



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

I hereby acknowledge and agree to the following rental agreement and conditions:

Initial All Below

- ___ Canoes are loaned or rented out clean and in proper working condition and must be returned in the same manner.
- ___ Life Jackets will be worn at all times.
- ___ Canoes are maintained daily. It is the responsibility of the customer to check the Canoe BEFORE setting out on so staff can address any issues. PLEASE TAKE TIME TO FAMILIARIZE YOURSELF WITH THE CANOE, LIFE JACKET, and PADDLES. Customer agrees to return the canoe, life jackets, paddles in clean, **UNDAMAGED** condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customer accepts use of agreement, AS IS, in good condition and accepts full responsibility for the care of the equipment while under his/her possession. Damaged canoe parts or components will be repaired or replaced at the discretion of Prime View and the customer agrees to pay regular shop labour rates and retail prices for components replaced if damage is not due to normal wear and tear.

CANOE RENTAL ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

ASSUMPTION OF RISK: I understand and accept that renting this canoe and Life Jacket to participate in canoeing exposes me or my child (if I am signing for a child under 18) to many hazards including potential risk of death, personal injury (including but not limited to severe spinal or head injury, drowning) and loss of or damage to property. I also understand a person needs to be in good physical condition to participate in canoeing. I choose to canoe and to allow my child to do so despite these risks and hereby assume all risk of injury or loss of life to myself (or to my child) and loss of or damage to property arising out of renting this canoe, life jackets for me or my child to participate in canoeing. I understand the inherent risks involved in canoeing and accept full responsibility for all such damage or injury which may result.

WAIVER AND RELEASE: In consideration for renting me this canoe and life jacket, I specifically release and forever discharge **Prime View Adventure & Leisure** and its Owners, affiliates, Officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which me or my child may suffer while participating in canoeing except for damage caused by the proven negligence of **Prime View Adventure & Leisure** or its Owners, affiliates, officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release **Prime View Adventure & Leisure** and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, unless caused by the proven negligence of Windswept and whether based upon breach of contract, breach of warranty, or otherwise. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me or my child while engaging in renting this canoe or participating in canoeing, I will have no right to make a claim or file a lawsuit against **Prime View Adventure & Leisure** or its affiliates, officers, agents or employees.

___ I understand the importance of wearing a Life Jacket. A Life Jacket has been recommended to me by **Prime View Adventure & Leisure** staff. **IF I DO NOT WEAR A LIFE JACKET, I WILL NOT BE ALLOWED TO USE THE CANOE.**

___ I understand that canoeing may result in severe injury, including but not limited to spinal or head injury, or death/drowning

___ I understand that canoeing may result in hazards posed by other boats or water conditions.

___ **Prime View Adventure & Leisure** staff have answered any questions I have had, especially about how to use the canoe.

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AN UNDERSTAND AND AGREE TO ALL OF THE CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY AND HAVE DONE SO AT THE TIME OF CONTRACTING FOR THE SERVICE. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT CANOE/KAYAK IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS OR OTHERWISE UNFIT TO DO SO.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASES.

Signed at Prime View Adventure & Leisure on this _____ day of _____ 202__.

Signature of Participant _____

Parents/Guardian’s Signature _____

Cell Number: _____

Email Address: _____