



Spinnaker Suites
- of Brighton

By signing this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Release"), the undersigned ("Participant") will waive certain legal rights, including the right to sue, claim or otherwise seek remedy or damages from **1985980 Ontario Inc. o/a Spinnaker Suites of Brighton** ("Spinnaker") and its directors, owners, partners, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter together referred to as the "Releasees")

DEFINITIONS: In this Release the following terms shall have the meanings as set out: "Activities" shall include all activities related to the rental of kayaks, paddleboard supplies and similar equipment (hereinafter "the Equipment") for use in various water sports on Waterways including, but not limited to paddling in surf or moving water; and other such activities, events and services in any way connected with or related to paddling or the rental of the Equipment. "Waterways" still water, river, Presqu'ile Bay, Lake Ontario, inland lake(s),

If the Participant is under the age of 18, a parent or guardian will need to read, and sign, this Release and be present at time of Equipment usage. Where the Participant is under the age of 18, the parent or guardian along with the underage Participant shall, for the purpose of this Release, jointly be considered the "Customer".

ACKNOWLEDGEMENT: Customer accepts full responsibility for the Equipment rented. Customer acknowledges that the items are accepted for rental, understanding that Spinnaker takes no responsibility or makes no guarantees as to the condition, suitability for purpose, or safe use of the items. Customer takes full responsibility for using and returning the Equipment in the same condition as at the time of rental and agrees to take financial responsibility for the repair or replacement (at Spinnaker's discretion) of any Equipment deemed by it to be damaged or lost through use associated with this Release. In the case Customer returns Equipment late (for any reason) Customer agrees to pay Spinnaker the value of a full day rental for all items for each day (or partial day) overdue. Customer understands there is no refund for early returns.

PADDLING SAFETY: Customer acknowledges that Customer has been advised of the requirement to wear an approved personal floatation device while paddling and to carry other safety equipment as required by Transport Canada. Customer acknowledges that Customer is familiar with the proper use of the safety equipment, how to self rescue and of the Waterways paddling environments. Customer is aware that the use of the Equipment under the influence of drugs or alcohol is **strictly prohibited**. Customer acknowledges that Customer is aware that technicians are available to answer any questions that Customer may have as to the proper use of the Equipment. Customer undertakes not to paddle in unsafe weather conditions or more than 200 meters from shore and prohibited from using the Equipment outside of Presqu'ile Bay. Customer is aware that standing on the Equipment in shallow water (6' or less) is prohibited and dangerous.

ASSUMPTION OF RISKS: Customer is aware that paddling and the rental of Equipment involves many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the put in and launch of Equipment; slip and falls while getting into or out of the Equipment; overturning of the Equipment; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; drowning, changing and inclement weather conditions including storms, high wind, high waves, and lightning; on land such as falling due to uneven terrain, unstable beach logs, slippery rocks, falling branches, failure of the equipment, negligence

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

on the part of other participants; and negligence on the part of the Releasees and the/or the Equipment manufacturers and distributors and their staff, including the failure on the part of the Releasees to safeguard or protect Customer from the risks, dangers and hazards as a result of Customer's use of the Equipment. **CUSTOMER IS AWARE OF AND ASSUMES THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PADDLING AND THE RENTAL OF EQUIPMENT AND CUSTOMER FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM AS SET OUT IN THIS RELEASE.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the Releasees agreeing to rent Customer the Equipment and permitting Customer's use of their services, Equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Customer hereby agrees 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, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly as a result of my participation in the Activities and my use of the premises and 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 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT CUSTOMER FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE.**

2. TO HOLD HARMLESS AND INDEMNIFY The Releasees for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from Customer's participation in the Activities and Customer's use of the Equipment, premises or facilities.

3. This Release shall be effective and binding upon Customer's heirs, next of kin, administrators, assigns and representatives, in the event of Customer's death or incapacity.

4. That this Release shall be governed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any litigation involving the parties shall be brought within the Province of Ontario. In entering into this Release, Customer is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Release.

CUSTOMER CONFIRMS THAT CUSTOMER HAS READ AND FULLY UNDERSTANDS THIS RELEASE AND IS SIGNING FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT. BY SIGNING THIS RELEASE, CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT CUSTOMER IS WAIVING CERTAIN LEGAL RIGHTS WHICH CUSTOMER OR CUSTOMER'S HEIRS, EXECUTORS, SUCCESSORS, REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Witness Signature	Participant Signature
Witness Name	Participant name (Printed)
	Guardian/Parent signature if Participant is < 18 years' old
	Guardian/Parent name (Printed)

Paddle-Board and Kayak Rental Agreement

Single Kayak Tandem Kayak	Number of Kayaks being rented (please circle amount of Paddle-Boards being rented): • 1. • <u> </u> 2.
Paddle-Board	Number of Paddle-Board being rented (please circle amount of Paddle-Boards being rented): • 1. • 2. • <u> </u> 3.
Duration of rental • Tandem Kayak 2hrs - \$50.00 • Tandem Kayak 4hrs - \$75.00	Number of hours the single boat is being rented (please circle duration of rental): • 2 HRS - \$30.00 per rental boat • 4 HRS - \$50.00 per rental boat
Time and Date of rental agreement: I have examined the boat condition to be in good working order with no damages or defects at time of agreement (please circle one): • Yes • No Signature of personnel: Signature of participant:	Time and date of boat return: I have examined the boat condition to be in good working order with no damages or defects at time of return (please circle one): • Yes • No Signature of personnel: Signature of participant:

Printed name of participant:	Printed Name of participant:
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