

**MABEL LAKE RESORT & MARINA**

**Rental Equipment Agreement, Waiver and Release of Liability**

**Kayaks, Canoes, Paddleboards and Related Watersports Equipment**

Boat (Kayak/Canoe/ Standup Paddleboard ("SUP")) and Equipment Rental Agreement between Mabel Lake Holiday Centre Ltd. (the "Company"), Enderby, British Columbia and the undersigned, herein called, "Renter." This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify the Company and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of rental boats or Kayaking, Canoeing or SUP Equipment (the "Equipment"), premises or facilities or Renter's participation in boating, kayaking, canoeing or paddle sports activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that I may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of the Company. **Please initial each item and sign below to acknowledge acceptance of this agreement.**

\_\_\_\_\_ **RENTER SHALL OBEY** all provincial, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from the company. The Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from the Company.

\_\_\_\_\_ **RENTER REPRESENTS** that he/she is capable of safely operating and handling the rental boat or Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe usage. Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Company the full cost of repair or replacement with the credit card on file.

\_\_\_\_\_ **RENTER SHALL RETURN BOATS AND EQUIPMENT** in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or Equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

\_\_\_\_\_ **RENTER ACKNOWLEDGES** that Kayaking, Canoeing and Paddleboarding are activities with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFD's (Lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING RENTAL BOATS, KAYAKING, CANOEING AND SUP EQUIPMENT.** Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Boating, Kayaking, Canoeing or Paddleboarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to the Company, including owners, agents, officers and employees, have made any representations regarding the safety of, or the risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**

\_\_\_\_\_ **RELEASE OF LIABILITY:** Renter hereby RELEASES the Company its owners agents, officers and its employees from liability for negligence and HOLDS HARMLESS the Company, its owner, agents, officers and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of the rental boat or Equipment.

\_\_\_\_\_ **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT** between the Company and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by the Company to Renter, except as contained herein, and the Company shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not the Company's agent while using said boat(s) or Equipment. The laws of the Province of British Columbia shall govern this agreement.

\_\_\_\_\_ **REQUIRED EQUIPMENT AND REFUSAL TO LEND TO OTHERS** I have been provided with, and advised to wear at all times, an approved PFD (personal floatation device) and whistle. I acknowledge that the use of Boats, Kayaks, Canoes or SUP's requires familiarity and training with the equipment. I agree to not permit any person who has not signed a Rental Equipment Agreement with the Company to use any equipment provided by the Company including but not limited to Boats, Kayaks, Canoes and SUPs. All rental watercraft will be used solely on Mabel Lake and not allowed to enter, or be used in the proximity of the Shuswap River mouth.

**NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN FORFEIT OF RENTAL WITHOUT REFUND AND/OR CHARGES FOR LOSS OR DAMAGE. I have read and understand the above. I agree to the terms and conditions as stated.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Driver's License Number and Province: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Rental Boat: \_\_\_\_\_ Date and Time of Rental: \_\_\_\_\_