

Welland Boat Rental Program

Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to enter the Welland Boat Rental Program (hereafter the Rental Program) for any purpose, including, but not limited to observation, participating in physical activities or using facilities or equipment in any way, I, on behalf of myself, my personal representatives, heirs, assigns, and next of kin, hereby acknowledge, agree, represent, and warrant with respect to any present or future entry into or use of the Rental Program that:

1. I accept full responsibility for the equipment rented (“the Equipment”) and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date and time.
2. I acknowledge that I have been advised to wear an approved personal floatation device while renting Equipment and on or near water. I am familiar with the proper use of the Equipment, including how to self-rescue, and with the environment including, currents and weather effects. I am aware that there are staff available to answer any questions that I may have as to the proper use of the Equipment.
3. I have been informed, understand and am aware that the Equipment and the natural surroundings are potentially hazardous objects. I am also aware that paddling, canoeing, kayaking, pedal boating and swimming can be strenuous physical activities and I am in average and able physical condition. I am an able swimmer. Life jackets were offered by Rental Program and must be worn at all times while on the water.
4. I agree that Rental Program is not responsible for any item of property that is lost, damaged or stolen. I give the Rental Program permission to use my photo and/or video for any advertising and promotional purposes.
5. I acknowledge my obligation to immediately inform any employee or others involved in the Rental Program if I feel any pain, discomfort, fatigue or other symptoms that I may suffer during and immediately after my participation in the Rental Program. I understand that I may stop participation at any time, and I may be requested to stop by an employee or others of the Rental Program who observe any symptoms of distress or abnormal response.
6. I understand that participation in physical activities and the use of facilities or equipment at the Rental Program involves inherent risks, including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles, slips and falls while getting into or out of the boats; overturning of the boats; 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; encounters with domestic or wild animals; mechanical failure of the equipment, negligence on the part of other participants. I represent that I am voluntarily participating in Rental Program activities and using Rental Program facilities or equipment with full knowledge of all potential dangers involved therein and I further

understand that the Rental Program and Welland Recreational Canal are unattended facilities and there are no corporate representatives or staff assigned to monitor my activities at the Rental Program. I hereby assume full responsibility for and risk of bodily injury, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with my observation, participation in physical activities and use of Rental Program facilities and equipment.

7. I HEREBY RELEASE, WAIVE AND DISCHARGE The Corporation of the City of Welland, its directors, officers, employees, independent contractors and agents (hereinafter referred to as "Released Parties") from any and all liability for loss or damage, and any claim or demands therefore on account of injury to my person or property or resulting in my death, whether caused by the ordinary negligence of the Released Parties or otherwise arising in connection with my presence in, upon or about the Rental Program or my observation, participation in physical activities or the use of the facilities or equipment of the Rental Program.

8. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties from any loss, liability, damage or cost (including but not limited to attorney fees) they may incur arising in connection with my presence in, upon or about the Rental Program or my observation, participation in physical activities or the use of the facilities or equipment of the Rental Program and whether due to my negligence or otherwise.

9. I understand that this RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the Province and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I affirm that I am of legal age, am freely signing this agreement, and that no oral representations statements or inducements apart from this written agreement have been made. I have read this form and fully understand that by signing this form, I am giving up legal rights and remedies that I might have now or in the future.

10. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on my legal representatives and myself.

11. In the event that this Release, Waiver and Indemnity Agreement is being signed by a parent or guardian, the undersigned parent or guardian agrees to be bound by all of the above provisions on behalf of the applicant.

Participant (print name) _____

Signature _____ Date _____

If under the age of 18, this document MUST be signed by parent or guardian:

Signature _____ Date _____

Emergency Contact _____

Relationship _____ Phone Number _____