

HARMER'S COTTAGES

WATERSPORTS RENTAL FORM AND AGREEMENT

Name: _____

Email: _____

Phone: _____

Unit(s): _____

Rental Date: _____ Rental Time: _____ Return Time: _____

Travelling to: _____

Passenger Names: _____

Emergency Contact(s): _____

Equipment Rented: _____

Number of Life Jackets: _____ Number of Paddles: _____

Rate: \$ _____ Deposit: \$ _____

Parking for vehicle: Yes / No ? If yes, how many? _____ x \$5/day x _____ days = \$ _____

Rental \$ _____ +HST 13% = _____ + Parking \$ _____ = \$ _____

- I confirm that the equipment being rented, and all attendant and ancillary equipment (e.g. canoes, kayaks, paddle-boards, or watercraft of any kind, life-jackets, paddles, boat safety kits, etc.)(together, the “**Equipment**”) is in good working condition, with no apparent damage.
(Initial) _____

- I am aware that I am fully responsible for the Equipment. If any of the Equipment is lost, damaged or stolen, I am responsible for all of the costs of replacement or repair of/to such Equipment.
(Initial) _____

- I, along with all who are using the Equipment, have read and understood the terms and conditions of this Agreement.
(Initial) _____

PRINT NAME
SIGNATURE
DATE

**WATERSPORTS RENTAL AGREEMENT,
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(the “Agreement”)**

THIS WAIVER AND RELEASE OF LIABILITY AND RENTAL AGREEMENT IS INTENDED TO BE A LEGALLY BINDING DOCUMENT.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY

YOU MAY WISH TO CONSULT AN ATTORNEY TO OBTAIN ADVICE ABOUT THIS DOCUMENT. BY YOUR SIGNATURE ON THIS AGREEMENT, YOU INDICATE YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS BELOW.

IN CONSIDERATION OF, and as an express condition to, the rental or use of the Equipment, I, the undersigned hereby agrees to the following:

Harmer’s Cottages, its subsidiaries, affiliates, directors, officers, shareholders, employees and agents (together, “**Harmer’s Cottages**”) agrees to provide the Equipment for rental, subject to the terms and conditions of this Agreement, below.

This Agreement shall commence on the Rental Date (the “**Effective Date**”) as listed on the first page of this Agreement, above (the “**Effective Date**”), and shall remain in full force and effect until the Equipment is returned to Harmer’s Cottages in the condition in which it was received it on the Rental Date.

Each person renting and/or using the Equipment is required to agree to the terms of this Agreement, and sign below, prior to use of the Equipment. Harmer’s Cottages shall at all times retain ownership and title to the Equipment.

In regard to all activities, events, services or use of facilities provided, arranged, organized or conducted by Harmer’s Cottages or engaged in by the undersigned, including but not limited to: the use of the Equipment, facilities, buildings, the participation or involvement in any events, demonstrations, orientation and instructional courses and sessions whether as a volunteer, participant, or spectator, official or worker; media coverage; and all other related activities, events or services (collectively, the “**Activities**”), I acknowledge and agree:

- a) that the Activities may expose me to many dangers, risks, and hazards, some of which are inherent in their very nature, and others which result from human error and negligence on the part of the persons involved in preparing, organizing, staging, and working and participating in the Activities, including without limitation dangers and hazards such as: changing weather conditions; changing and variable water conditions, turbulence, mechanical or equipment malfunctions, vehicular accidents, drowning, shoals, rocks, serious lacerations or other accidents; exposed rock, earth, trees and other natural objects; changes or variations in the water or land

terrain which may create blind spots or areas of reduced visibility; impact or collision with other persons, vehicles or Equipment; impact or collision with fencing, scaffolding, ramps, Equipment, vehicles and/or; the failure to perform any Activities safely or within my own ability or within designated areas; negligence of other persons; and **NEGLIGENCE ON THE PART OF HARMER'S COTTAGES, INCLUDING THE FAILURE ON THE PART OF HARMER'S COTTAGES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

- b) that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
- c) that some of the aforesaid risks, dangers, and hazards are foreseeable, but others are not;
- d) that I nevertheless freely and voluntarily assume all of the aforesaid risks, dangers, and hazards, and the possibility of personal injury, death, property damage or loss, resulting therefrom and that, accordingly, my participation in the Activities shall be entirely at my own risk;
- e) that I understand that Harmer's Cottages assumes no responsibility whatsoever for my safety or the safety of my property during the course of the Activities;
- f) that I understand clearly that by signing this Agreement, I will be forever prevented from suing or otherwise claiming against Harmer's Cottages for any loss or damage connected with any property loss or personal injury that I may sustain during the Activities, whether or not such loss or injury is caused solely or partly by the negligence of Harmer's Cottages.

Release of Liability, Waiver of Claims and Indemnity

I, the undersigned, hereby acknowledge and agree, in consideration of being permitted to participate in the Activities, as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I may have or may in the future have against Harmer's Cottages resulting from, arising out of, or related to the Activities.
2. TO RELEASE HARMER'S COTTAGES from any and all liability for any and all personal injuries, loss, damage, expense or injury including death that I or my property may suffer, or that my next of kin may suffer resulting from, arising out of, or related to the Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE (WHETHER SIMPLE OR GROSS), BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF HARMER'S COTTAGES, AND ALSO INCLUDING THE FAILURE ON THE PART OF HARMER'S COTTAGES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF REFERRED TO ABOVE.
3. TO HOLD HARMLESS AND INDEMNIFY HARMER'S COTTAGES from any and all liability for any damage to property of or personal injury to any third party, resulting from, arising out of, or related to the Activities.
4. This 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.
5. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

6. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction, and any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

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

The undersigned hereby acknowledges that he/she is responsible for the undersigned's own suitability for participation in the Activities, and is hereby strongly encouraged to consult a physician prior to such participation should the undersigned have any concerns such as, but not limited to, pregnancy or physical impairment, or swimming ability in various weather and water conditions.

When engaging in the rental or use of the Equipment, the undersigned agrees to accept all responsibility to maintain the condition, whereabouts, and control the usage of all the Equipment in the undersigned's possession, and to pay all repair and/or replacement costs for any damage or theft that may occur to the Equipment. Should damage to any Equipment occur, the undersigned agrees to pay a damage fee to be determined by Harmer's Cottages upon return inspection. Should any Equipment become lost, stolen or damaged beyond repair, the undersigned agrees to pay a restocking fee of: \$500 per paddle board, \$800 per canoe, \$400 per kayak, \$100 per life jacket, \$150 per paddle, and an amount to be determined by Harmer's Cottages for any other piece of Equipment.

The undersigned agrees to return the Equipment on the date specified on the first page, above. If any Equipment is not returned on such date, the undersigned agrees that Harmer's Cottages has authorization to charge the credit card on file at the then current daily rate until such time as such Equipment is returned and inspected for damage.

The Undersigned acknowledges that Harmer's Cottages has provided certain safety related equipment (if applicable) for use in conjunction with the Equipment, and that Harmer's Cottages has explained to the satisfaction of the undersigned the usage of said Equipment.

This Agreement shall be governed and construed by the laws of Ontario, Canada. The prevailing party is any litigation shall be entitled to collect reasonable attorney's fees, costs, and expenses from the non-prevailing party.

If any provision of this Agreement shall be held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity.

THE UNDERSIGNED HEREBY WAIVES RIGHTS TO A TRIAL BY JURY FROM ANY LITIGATION ARISING FROM OR RELATING TO THIS AGREEMENT.

This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

By signing below, the undersigned (or, if the undersigned is under the legal age of 18, the undersigned's legal guardian) has read, considered and expressly agreed to the terms and conditions of this Agreement as of the date written below. This Agreement shall be effective and binding upon the undersigned's heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of the undersigned's death or incapacity.

Payment must be received in full by Harmer's Cottages at the signing of this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST HARMER'S COTTAGES. I AM ALSO AWARE THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE BEEN ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

PRINT NAME

SIGNATURE

DATE

_____	_____	_____
_____	_____	_____
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