TRENT HILLS CHAMBER OF COMMERCE – KAYAK RENTAL – Waiver of Liability

(Please read completely before signing and ask questions if there is anything you do not understand.)

In consideration of being allowed to participate in any way in Trent Hills Chamber of Commerce kayak rentals (also known as Old Mill Park Kayak Rentals), related events and activities, the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; kayaks, paddles, all equipment used in watersports and the natural surroundings, including water, docks, rocks, and shoreline areas are potentially hazardous objects; and weather and river conditions can change quickly, the water may decrease in temperature rapidly, wave height may increase or decrease, visibility in the water may fluctuate, wind or current may be strong, or depth of water will change, under, above and floating water obstacles such as rocks or debris may be present and **I respect the river's power and will recognize weather can change at any moment and be mindful of sky, wind, waves, changes at all times**; and
2. An SAE approved Personal Floatation Device, or other legally required safety gear, were provided and I acknowledge that Trent Hills Chamber of Commerce encourages me to use them appropriately at all times while on the water; and I will not approach any obstacle, watercraft or person in an unsafe manner; and
3. Kayaking and swimming can be strenuous physical activities involving varying depths of water; and I am in average to above average physical condition; and my swimming ability is adequate to engage safely in watersports; and I have no preexisting medical or other condition that would affect the safe participation in these activities; or I have consulted my physician as to the advisability of participating in these activities; and I will inform **Trent Hills Chamber of Commerce** of any changes in my health or physical condition prior to any rental; and
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation. I understand that I am responsible to watch for weather and current and to always ensure I can safely return to the launching area and that I will be responsible for costs incurred in any rescue required should I not be able to safely return ; and
5. I understand I am responsible for all damage or loss to the kayak and equipment including major dings or breakage and I hereby agree to pay for or authorize **Trent Hills Chamber of Commerce** to process the credit card security authorization provided in full payment against rental charges and/or damages and/or failure to return items incurred in association with the rental use of kayaks and equipment. I understand that a security deposit or item may be required for rentals.
6. I knowingly and freely assume all such risks, both known and unknown, and **hereby release and hold harmless Trent Hills Chamber of Commerce**, their officers, officials, volunteers, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the activities ("Releases"), **with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the releasees or otherwise**.

I HAVE **READ THIS RELEASE OF LIABILITY** AND ASSUMPTION OF RISK AGREEMENT, **FULLY UNDERSTAND ITS TERMS**, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AM SOLELY RESPONSIBLE FOR THE WATERCRAFT AND WILL NOT ALLOW ACCESS TO THE WATERCRAFT FOR OTHER PERSON(S) ONCE IT HAS LEFT THE RENTAL KIOSK.

☐ By checking this box I certify that I am at least 18 years of age or older at the time of the kayak rental.

NAME(Print) _____ DATE: _____

PARTICIPANT SIGNATURE: _____

EMAIL: _____ CELL# _____