

BOAT & JET-SKI RENTAL RELEASE INDEMNITY AGREEMENT & CONDITIONS OF USE

This document will affect your legal rights and liabilities. Please read carefully before signing.

To: Summerland Watersports (SWS)

In consideration of SWS permitting me to use, operate, or be a passenger on, a rental boat or jet-ski I hereby acknowledge and agree with SWS as follows:

- 1) That I am aware there are many RISKS, DANGERS and HAZARDS associated with access and the use and operation of Boats or Jet-Skis and related equipment, including but not limited to entering and disembarking there from; wet or icy conditions of docks, failure of an engine, hull or equipment, fire, theft, sinking, capsizing, changing weather and water conditions, including currents, waves, rocks, floating debris, submerged debris, other vessels and structures (including collision with other vessels or their waves), whether or not caused by the fault or negligence of other vessels or their operators, or by SWS or any other person and the failure to participate safely or one's own abilities or within designated areas. I freely accept and fully assume all such risks, dangers and hazards.
- 2) TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS in connection with my use of SWS facilities and use and operation of a Boat or Jet-Ski and related equipment.
- 3) TO: (a) observe safe practices at all times, (b) observe all caution sign and other notices posted on the Boat or Jet-Ski or in or around SWS facilities (c) ensure no person boards the Boat or Jet-Ski unless that person has been identified to SWS and has signed a copy of this agreement. (d) ensure that no one under the age of 16 years uses or operates the Boat or Jet-Ski if between the ages of 16-19 this agreement must be signed by a parent or guardian.
- 4) TO WAIVE ANY and ALL CLAIMS that I or my next of kin may have against SWS and the respective directors, officers, employees, agents and representatives of SWS. (all of whom are included in the term SWS wherever used herein).
- 5) TO RELEASE SWS from any and all liability for any loss, damage, injury (including death) or expense that I or my next of kin may suffer or incur as a result of my use of the Boat or Jet-Ski, related equipment of SWS due to any cause what-so-ever, INCLUDING NEGLIGENCE ON THE PART OF SWS.
- 6) TO HOLD HARMLESS AND IDEMNIFY SWS, from any and all liability for property damage, personal injury or death suffered by me. Any other person on the Boat or Jet-Ski or any 3rd party, resulting from the use or operation of the Boat or Jet-Ski, related equipment or SWS. Facilities or a breach by me or any other passenger on the Boat or Jet-Ski of these conditions of use, notwithstanding that such property damage, personal injury or death may have been contributed to by negligence on the part of SWS.

Summerland Watersports

BOAT AND JETSKI RENTALS

rentals **250.462.7650**
info@summerlandwatersports.com
www.summerlandwatersports.com

- 7) To ensure that adult passengers using the Boat or Jet-Ski sign this agreement; THAT IN ANY EVENT if I as the renter of the Boat or Jet-Ski allow any person under the age of 19 years or any person who has not signed this agreement to use the Boat or Jet-Ski I accept all responsibility for the safety of such person and agree to hold harmless and indemnify SWS from and against any and all claims from such person.
- 8) THAT THIS RELEASE AND INDEMNITY AGREEMENT shall be affective and binding upon my person representatives, heirs, next of kin, executors and administrators in the event of my death or incapacity.
- 9) THAT THIS AGREEMENT shall be governed by and interpreted in accordance with the laws of British Columbia any litigation involving the parties to this agreement shall be brought within British Columbia.

I have read and understood this agreement prior to signing it and am aware that by signing this document, I am affecting the legal rights and liabilities of myself, my personal representatives, heirs, next of kin, executors and administrators in relation to SWS.

DATED the _____ day of _____ 20_____

TO BE SIGNED BY THE RENTER AND ALL USERS OF THE BOAT OR JET-SKI

PRINT NAME

SIGNATURE

ADDRESS

PRINT NAME

SIGNATURE

ADDRESS

MUST POSSESS A VALID DRIVERS LICENCE