



Office Use

Date: _____ Time out: _____ Due Back: _____

of Boards: _____ # of Kayaks: _____ Which Boards/Kayaks: _____

Paddles: _____ PFDs: _____

GUESTS START HERE



Name: _____ Age: _____

Street Address: _____ City: _____ Prov: _____ Postal Code: _____

Telephone: _____ Email: _____

Address on Vacation: _____

Initials:

☐

I understand that Transport Canada requires me to wear a lifejacket/PFD while on board.

☐

I will take the time to read and understand the waiver and release of liability on the reverse of this form.

☐

I know how to swim. I agree no one else will use this equipment without them filling out a release form.

☐

Photo release - I consent to photographs taken of me during my participation in the rental activities, and to publication of the photographs by the operators for advertising, promotional and marketing purposes.

☐

The renter assumes responsibility for any damages to the rented equipment and agrees to pay for repairs or replacements that may be necessary if lost, broken, or stolen at the discretion of Nelson Paddleboard & Kayak Rentals.



SIGN AND DATE THE BACK OF THIS FORM

-----DEPOSIT INFORMATION -----

Leaving from the marina please leave a piece of ID or Credit Card
For take-away rentals a \$500 credit card 'Pre-Authorization' is required per board/kayak

**Nelson Whitewater Rafting Company Ltd. - doing business as
Nelson Paddleboard & Kayak Rentals**

**READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY**

In consideration of **Nelson Paddleboard & Kayak Rentals** furnishing services and/or equipment to enable me to participate in Stand-Up Paddleboarding or Kayaking I agree as follows:

ACKNOWLEDGEMENT

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Nelson Paddleboard & Kayak Rentals equipment and my participation in Nelson Paddleboard & Kayak Rentals activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; **(c) these risks and dangers may be caused by negligence of the owners, employees, officers or agents of Nelson Paddleboard & Kayak Rentals; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes.**

ASSUMPTION OF RISKS

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, standing on the board, equipment coming off and hitting the user, slipping and falling on wet, slippery, or moving surfaces, being hit by another vessel, lightning or storms, being hit by a towed person or object, hitting submerged object such as a log, hitting a dock, pulling or tearing a ligament or muscle, puncturing an ear drum, and other such risks, hazards and dangers that are integral to recreational activities and/or use of equipment. I hereby assume all risks and dangers, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Nelson Paddleboard & Kayak Rentals, or by any other person.

RELEASE of LIABILITY, WAIVER OF CLAIMS and INDEMNITY AGREEMENT

I, on behalf of myself, my personal representatives and heirs I hereby voluntarily agree to:

1. RELEASE, WAVE and DISCHARGE Nelson Paddleboard & Kayak Rentals 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 my use of Nelson Paddleboard & Kayak Rentals equipment or my participation in Nelson Paddleboard & Kayak Rentals activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Nelson Paddleboard & Kayak Rentals.
2. HOLD HARMLESS AND INDEMNIFY Nelson Paddleboard & Kayak Rentals from any and all liability for any property damage or personal injury to any third party resulting from my participation in rental or other outdoor recreational activities.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Nelson Paddleboard & Kayak Rentals or its agents is a party shall be the City of Nelson and its surrounding lakes and rivers in the West Kootenay region.

IMPORTANT: I HAVE ALLOWED MYSELF SUFFICIENT TIME TO READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE NELSON PADDLEBOARD & KAYAK RENTALS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Initial here:

Date: _____

Renter Name: _____ Renter Signature: _____

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____

Witness Name: _____ Witness Signature: _____