

Powell River Sea Kayak Ltd. (PRSK) Rental Agreement Form, Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

Warning: Read this entire agreement carefully before signing

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreements have held-up in Canadian courts. By signing this document you are assuming physical, financial, and legal risks and that you will waive or give up certain legal rights, including the right to sue, which have potential financial implications for yourself and/or your family should you be injured, incapacitated, or killed while using the rented equipment. In addition, by signing this document you are assuming financial risks with regards to loss or damages to the rented equipment, however caused.

Name	Last	First	Middle Initial(s)
Address	Street		
	City	Prov/State	Postal/Zip Code
Telephone	Home	Cell	
DATE	Start Date	month	day
		Return Date	month
			day

To: POWELL RIVER SEA KAYAK LTD, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as “the Releasees”).

Definition

In this Agreement, the term “wilderness activities” shall include but is not limited to: sea kayaking, sea kayak touring, sea kayak instruction, hiking, camping, swimming, snorkeling, marine based expeditions, trekking, exploring, and all activities, services, use of facilities, and use of any water craft either rented, provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, water supply, and all travel by or movement around water taxis, motorized or non-motorized water vessels, helicopters, other aircraft, or other vehicles.

Assumption of Risks

I agree that PRSK will not permit me to participate in such wilderness activities unless I sign this Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement. I understand that wilderness activities exposes participants to known and unanticipated risks, dangers and hazards, which could result in damage or loss to my own or other’s property, serious physical or emotional injury, paralysis, death, or drowning.

I understand risks are inherent in the very nature of wilderness activities and simply cannot be eliminated without jeopardizing the essential qualities of the activity. These risks may include, but are not limited to the following; 1) coastal marine weather conditions may be extreme and can change rapidly and without warning resulting in sudden changes in sea conditions caused by winds, tides, currents, wave action, and surf which could cause sea kayaks to capsize; 2) personal injury or property damage caused by collisions with other trip participants, other kayaks, other watercraft motorized and non-motorized, and manmade or natural objects, such as rocks or reefs, driftwood, docks, piers, buoys and other floating debris; 3) hypothermia due to cold water immersion; 4) exposure to challenging walking conditions along shorelines, around camp, or on hiking trails due to uneven or steep terrain, including mud, slippery logs, or rocks, marine life such as barnacles, oysters, sea urchins and seaweeds; 5) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 6) my own physical condition and my own acts or omissions, including my level of sea kayaking experience and expertise; 7) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by the Releasees; 8) or my suffering any type of injury or illness in areas without easy access to medical facilities; 9) the exposure to polluted or contaminated water; 10) personal injury or death caused by physical contact with insects, marine and/or terrestrial wildlife, or other marine life forms; 11) becoming lost or separated from one’s party; 12) communication at anytime during a wilderness activity may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed.

I understand risks may result from human error and negligence on the part of persons involved in the preparation, organization, maintenance and explanation of any equipment rented by Powell River Sea Kayak Ltd., which could result in a failure to safeguard or protect me from the risks, dangers and hazards of sea kayaking and wilderness activities.

I AM AWARE OF THE RISKS, DANGER AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGER AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Release of Liability, Waiver of Claims, and Indemnity Agreement

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- To waive and all claims that I have or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my preparation and participation on any Powell River Sea Kayak Ltd. wilderness activity, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards of wilderness activities referred to above;
- To hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation or presence on any Powell River Sea Kayak Ltd. wilderness activity;
- To hold harmless and indemnify the Releasees from any and all non-scheduled or emergency expenses related to first-aid or medical treatment and/or evacuation of myself in the event of an accident, injury, or illness, including but not restricted to: helicopter evacuation, air-sea rescue, search and rescue, ambulatory care, or hospital care, I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees;
- This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
- That 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 British Columbia and no other jurisdiction;
- That any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia;
- That I understand clearly that Powell River Sea Kayak Ltd. is and shall be deemed to be acting for itself and as an agent on behalf of and for the benefit of the Releasees for the purpose set out in the above-stated clauses of this agreement;
- That I am sufficient age (19 years) and mental capacity to sign this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnifying Agreement;
- In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of wilderness activities other than what is set forth in the Agreement.

I confirm that I have read and understand this Agreement prior to signing, 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 the Releasees.

Name _____ Date _____ day _____ month _____ year Signature _____

Witness Name: _____ Witness Signature: _____

FOR PERSONS UNDER THE AGE OF EIGHTEEN (18) YEARS OF AGE: Name of Parent/Guardian _____

Date _____ Phone # _____ Signature _____

Float Plan

I understand if I do not return by my stated return time, I will be given a 1 hour grace period and then **COAST GUARD** will be notified.

Cell phones work well in many areas of Desolation Sound and motor vessels have VHF radios. If you are going to be late, CALL US or flag down a motor vessel to relay the message – before the **Rescue Coordination Centre** dispatches Coast Guard! Late returns will be charged accordingly (dangerous weather is the exception) and early returns will not be refunded, although credit may be granted for future rentals.

Destinations _____ Return date _____ Return time _____ Return location (circle) Lund or Okeover

Emergency Contact Name _____ Telephone # _____

Vehicle make & colour _____ Do you carry any of the following (circle): VHF EPIRB Cell Phone # _____

What is your personal seakayaking experience? Check One:

- NONE (applies to those who have never had a formal lesson and have little, if any, understanding of sea kayaking techniques, rescues and seamanship)
- BEGINNER (applies to those who have either taken a formal lesson but have little practical experience, or those who have never taken a lesson but have experience with sea kayak trips)
- INTERMEDIATE (applies to those who have both a formal lesson background as well as practical experience with sea kayaking, rescues and seamanship).
- EXPERT

Security Deposit

Important Damage Information

Kayak damage is easily avoided. Never drag the kayak, run it up on shore or sit in the kayak if it is not 100% floating. Your kayak will be inspected upon return. See below for typical charges.

✓ Checked items below denote gear that is included with your rental.

I understand fees will automatically be charged for lost or damaged gear.

Renter's
Initials

If you have any of your own gear on the checklist below, tell us so we don't charge you!

Credit Card # for Security Deposit (may use one card per reservation)

Card # _____ Expiry _____ MONTH / YEAR

Name on Card _____

Office use only

Kayak Name & #: _____	Gear Rented	Pass	Fail	Charges for missing or damaged items
Kayak damage: Forward hull gel coat		<input type="checkbox"/>	<input type="checkbox"/>	\$10
Kayak damage: Aft hull gel coat		<input type="checkbox"/>	<input type="checkbox"/>	\$10
Kayak damage: Deck gel coat		<input type="checkbox"/>	<input type="checkbox"/>	\$10
Pump	✓	<input type="checkbox"/>	<input type="checkbox"/>	\$25
Paddle float (rigid or inflatable)	✓	<input type="checkbox"/>	<input type="checkbox"/>	\$40
Paddle	✓	<input type="checkbox"/>	<input type="checkbox"/>	\$80
Spare paddle	✓	<input type="checkbox"/>	<input type="checkbox"/>	\$60
PFD	✓	<input type="checkbox"/>	<input type="checkbox"/>	\$55
Sprayskirt	✓	<input type="checkbox"/>	<input type="checkbox"/>	\$45
Throwrope	✓	<input type="checkbox"/>	<input type="checkbox"/>	\$25
Throwrope repacking charge (ropes are for emergency only!)		<input type="checkbox"/>	<input type="checkbox"/>	\$5
Laminated Map		<input type="checkbox"/>	<input type="checkbox"/>	\$10
Additional Equipment Rented				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

Launch Initials	Office use only
Inspection Initials	ID#