

**KAYAK RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(Hereinafter referred to as the "Release Agreement")
BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

TO: THAKER ENTERPRISES INC operating as **The Paddle Station**, and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "**the Releasees**")

DEFINITIONS

In this Release Agreement kayaking (hereinafter "the Activities") shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: still water kayaking; kayaking in surf or moving water; rental of double or single kayaks or 6 or 12 person rafts (hereinafter "**the boats**") and other equipment; orientation and instructional courses, seminars and sessions; and all travel, transport and accommodation; and other such activities, events and services in any way connected with or related to kayaking or rafting or the rental of kayaking and rafting equipment.

RENTAL AGREEMENT

I accept full responsibility for the all the rental equipment including rafts, kayaks, paddles, helmets, PFDs etc. ("**the Equipment**") and agree to pay for any damage to the Equipment. Determination of the level of damage will be at the Paddle Station Crew members' discretion. I agree to pay for any damage to the Equipment and replace the Equipment at full retail value* if not returned by the agreed date.

I acknowledge that my rental agreement is subject to a maximum time limit agreed to at the time of booking and if I go beyond the allotted time limit, additional charges will apply. I also understand and agree that if I go beyond the final Paddle Station location, it is my responsibility to return all the rental equipment to the Paddle Station at my own expense and may result in the charge of a retrieval fee.

I acknowledge and agree that I will pay for any fines or penalties incurred by me or assessed against the Releasee during my rental and authorize the Releasee to use or release the rental and credit card information regarding my rental for the purpose of processing and billing me for any fines or penalties incurred by me or assessed against the Releasee during my rental plus a reasonable administrative fee not to exceed \$50 per violation.

KAYAKING & RAFTING SAFETY

I acknowledge that I have been advised it is mandatory to wear an approved personal floatation device and helmet while kayaking/rafting and to carry other safety equipment such as pump, paddle float, and bailer which have all been provided to me at the time of rental. I am familiar with the proper use of the Equipment, including how to self-rescue, and of the river/lake/reservoir environment including tides, currents and weather effects. I am aware that there are Paddle Crew members available to answer any questions that I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS

I am aware that kayaking/rafting and the rental of kayaking/rafting equipment involves many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the put in; slip and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; drowning, changing and inclement weather conditions including storms, high wind, high waves, and lightning; on land or camping hazards such as falling due to uneven terrain, unstable beach logs, slippery rocks, falling branches, campfire, pressurized cooking fuels and appliances, kitchen equipment, hot liquid; encounters with domestic or wild animals; mechanical failure of the equipment, negligence on the part of other participants; and **NEGLIGENCE ON THE PART THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH KAYAKING/RAFTING AND THE RENTAL OF KAYAK/RAFT EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

The Paddle Station

**EMERGENCY CONTACT
NUMBER: 587-573-7238**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to rent me kayaking/rafting equipment and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS 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, as a result of my participation in kayaking/rafting or use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in kayaking/rafting or the use of the Equipment;

3. This Release 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;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Alberta and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Alberta and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in kayaking/rafting or my use of the Equipment, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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 (print clearly)	Signature of Participant or Parent or Guardian if under 18 years	Current Date (YY/MM/DD)	Witness
1.			
2.			
3.			
4.			
5.			
6.			

*EQUIPMENT REPLACEMENT VALUES			
SINGLE KAYAK	500.00	LIFE JACKET	30.00
DOUBLE KAYAK	700.00	HELMET	20.00
4-8 PERSON RAFT	600.00	PADDLE LEASH	12.00
6-12 PERSON RAFT	900.00	SAFETY KIT	20.00
KAYAK PADDLE	30.00	DRY BAG	15.00
RAFT PADDLE	40.00	RAFT STRAP	5.00