

CALGARY YACHT CLUB PADDLE BOARD and KAYAK WAIVER OF LIABILITY

I, _____ state and agree to the following:
Name of Participant or Adult if signing for Minor

1. (Initial here: _____) I am an adult at least 18 years of age. I am a competent swimmer. I have no medical or physical conditions which could interfere with my safety in this activity. I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by renting any equipment from the Calgary Yacht Club.

2. (Initial here: _____) I understand it is required by law to have a properly fitted approved life jacket while in and on the water. I understand that Stand Up Paddle Boarding or Kayaking should be undertaken after proper instruction and training and that **the Calgary Yacht Club** is not providing such training in connection with the rental of equipment. I assume full responsibility for deciding where, when, and with whom to paddle or kayak. I also acknowledge and agree that the rental equipment provided by **the Calgary Yacht Club** is for the sole and exclusive use of the undersigned and may not be used by any other person. Rental equipment is only for use on Chestermere Lake.

3. (Initial here: _____) In consideration of being permitted to rent equipment, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in Stand Up Paddle Boarding or Kayaking. I am aware that Paddle Boarding and Kayaking involves risks, dangers and hazards. Acceptance or use of the PADDLE BOARD or KAYAK EQUIPMENT by Lessee will be deemed to be an acknowledgment that the EQUIPMENT is in good operating condition. Lessee has notified Lessor as to any defects or deficiencies with respect to the condition of the EQUIPMENT or its accessories, and hereby acknowledges that the PADDLE BOARD or KAYAK EQUIPMENT and its accessories were received in satisfactory condition.

4. (Initial here: _____) I acknowledge that I am financially responsible for any and all damages incurred during my rental. This includes any damage to private property, the **Calgary Yacht Club**, board, kayak and paddle, I. I understand that my credit card will be charged for the total cost of repairs.

5. (Initial here _____) Other than the obligations of Lessor expressly set forth herein, LESSOR DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF A BREACH OF THIS CONTRACT, LESSOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SUCH BREACH.

6. (Initial here _____) ACKNOWLEDGMENT OF RISKS AND RELEASE: I understand that: "STAND UP PADDLE BOARDING" AND/OR KAYAKING HAS INHERENT RISKS, HAZARDS AND DANGERS FOR ANYONE, WHICH CANNOT BE ELIMINATED. I AM VOLUNTARILY USING THE SERVICES OF LESSOR WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OR INJURY, PARALYSIS, OR DEATH.

7. (Initial here _____) Lessee has read and agreed to the terms of the Acknowledgment Agreement the terms of which are incorporated by reference herein, and states: "I, for myself or my child, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS LESSOR (Calgary Yacht Club), their agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my, or my child's, participation in this activity including, without limitation, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my child as a result of engaging in the activities or the use of the PADDLE BOARD or KAYAK EQUIPMENT, even without using a life vest, whether or not such damage, loss, injury, paralysis or death results from negligence of Lessor or from some other cause; and I further agree not to sue Lessor as a result of any injury, paralysis, or death in connection with my use and participation in the activities of 'STAND UP PADDLE BOARDING or KAYAKING.'"

I have read the above release and waiver of liability and fully understand its contents. By signing this document I swear that I am of 18 years of age or older and voluntarily agree to the terms and conditions stated above.

SIGNATURE OF PARTICIPANT

DATE

**PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of minor being permitted by Calgary Yacht Club to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Calgary Yacht Club from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

SIGNATURE OF PARENT OR LEGAL GUARDIAN

DATE

NAME(S) OF MINOR(S)