



GORDONS

— WATERSPORTS —

Rental, Waiver and Release Agreement Participation in Gordons WaterSports Inc.

PLEASE READ CAREFULLY BEFORE SIGNING

NOTE: This Rental, Waiver and Release of Liability Agreement is intended to be a legally binding document. Read this document carefully and completely. You may wish to consult a lawyer to obtain advice about this document. By your signature on the Rental, Waiver and Release of Liability Agreement you indicate your acceptance of all terms and conditions below.

Whereas, _____ (Name of Lessor), Gordons WaterSports Inc. and existing under the laws of the province of **Ontario**, located at **Sarnia Bay Marina**, referred to herein as **Gordons WaterSports Inc.** has arranged for you to rent the following described property (each item being hereinafter jointly and severally called the **Equipment**):

- ☐ Seadoo
- ☐ Wave runner
- ☐ Jet ski
- ☐ Kayak
- ☐ Paddle Board



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Whereas, all persons renting and/or using the rented item are required to sign and agree to the terms of this **Rental, Waiver and Release of Liability Agreement** prior to rental of the equipment;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and as an express condition to your rental or use of the Equipment, the undersigned hereby agrees to the following:

1. The undersigned is aware that participation in water sports such as operating a personal watercraft, paddling with a paddle board and/or the use of a kayak, and the use of the Equipment in water sporting activities, involves the risk of injury or even death. The undersigned is also aware that there is a risk of negligence by Gordons WaterSports Inc. or employees of Gordons WaterSports Inc., including the failure by Gordons WaterSports Inc. or employees of Gordons WaterSports Inc. to safeguard or protect me from or warn me of the risks, dangers and hazards of the participation in water sports activities using the Equipment. I freely accept and fully assume all risks, dangers and hazards associated with the renting and use of the Equipment described above to participate in water sports activities, including the possibility of loss, personal injury or death resulting therefrom. These risks may include property damage, personal injury, and death, which may result in part from turbulence, mechanical or equipment malfunctions, water sports accidents, risk of drowning, water, rocks, serious lacerations, or other accidents. **The undersigned, after careful consideration, expressly assumes these risks and agrees to release Gordons WaterSports Inc. and employees from any and all liability associated with these risks.**

Initial: _____

2. The undersigned hereby agrees to indemnify and hold Gordons WaterSports Inc. and/or employees harmless from any and all liability for any property damage or personal injury to any third party resulting from use of the Equipment in water sports activities.

Initial: _____



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3. The undersigned hereby **WAIVES AND RELEASES ANY AND ALL CLAIMS AND DEMANDS OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PERSONAL INJURY, DEATH or OTHERWISE, WHETHER OR NOT IMMEDIATELY APPARENT**, which the undersigned may now and forever, have against Gordons WaterSports Inc. and/or its employees, resulting, directly or indirectly, from the use of the Equipment in any manner whatsoever including, but not limited to, the use of the Equipment in water sports activities.

Initial: _____

4. The undersigned hereby acknowledges that he/she is **responsible for their own suitability to use the Equipment in water sports activities and is hereby strongly encouraged to consult a physician prior to participation in water sports activities with said Equipment should they have any concerns such as, but not limited to, pregnancy or physical impairment; including but not limited to swimming ability in Lake Huron or St. Clair River.**

Initial: _____

5. When engaging in the rental or use of the Equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the Equipment rented or the entire rental period and to pay all repair and/or replacement costs for any item of Equipment that is damaged or stolen during the rental period.

Initial: _____

6. **The undersigned hereby agrees that Personal Watercrafts shall not be beached, to avoid any damage to hull and/or impellar damage from rocks getting stuck in the water jet intake.**

Initial: _____

7. The undersigned agrees that they must use the anchor/weighted bag **at all times** if they wish to depart from the personal watercraft.

Initial: _____



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8. The undersigned agrees that they run risk of forfeiting there \$500 deposit if there is any wake in Sarnia Bay Marina in the NO WAKE ZONE. If there are any complaints of any wake in the NO WAKE ZONE, the \$500 deposit will be forfeited.

Initial: _____

9. **ACKNOWLEDGEMENT OF RISKS**

I/We acknowledge that the following list of hazards describe some but not all of the potential risks or injuries while operating a personal watercraft.

- Changing water depth, currents, wave height and direction, boat wake, changing weather, wind, lightning, motion sickness, collision with objects in water, other watercraft, docks & shore walls
- Injuries from falls, strain on joints, neck or spine from pounding of waves or collisions.
- Injuries from capsizing, hypothermia, exposure to water and sun or falling in or from the watercraft.

Risks can be reduced or influenced by operator's condition, experience, tiredness, coordination, balance, disability, alcohol, or drug impairment, focus and group size. If an operator at any time feels that conditions of the environment have become a hazard to the safe operation, they will return to the port immediately.

INITIAL: _____



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10. ASSUMPTION OF RISK AND RESPONSIBILITY

I/We agree to assume responsibility for all risks including those listed and others not identified. My participation in the activity is voluntary. All participants in my party have been made aware of the risks and I will be responsible for them. I am not impaired by alcohol or drugs, and I do not have any disability or condition that may impair my safe operation of the watercraft. We elect to participate in the rental use in spite of the risks and potential dangers of operation on and around the water. I/We understand that at the total discretion of Gordons WaterSports Inc. this rental agreement can be terminated when and if there is a question as to the competency or condition of the operator or when weather conditions prevent the safe operation of the watercraft. I/We understand that any film, video, photo or image of we/us while operating the rental watercraft may be used for promotional or social media purposes.

INITIAL: _____

11. This Waiver and Release of Liability Agreement shall be governed and construed by the laws of the Province of **Ontario**.
12. If any provision of this Waiver and Release of Liability Agreement shall be held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity.
13. **GORDONS WATERSPORTS INC. IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. Gordons WaterSports Inc. further disclaims any liability for loss, damage, or injury to the undersigned or third parties as a result of any defects, latent or otherwise, in the Equipment whether arising from Gordons WaterSports Inc. negligence or application of the laws of strict liability. The undersigned hereby leases the Equipment "AS IS" on an all-faults basis.**



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14. By signing below, the undersigned (or, if the undersigned is under the legal age of 16, the legal parent/guardian of the undersigned) has read, considered, and expressly agreed to all of the terms and conditions of this Waiver and Release of Liability Agreement as of the date written below. This Waiver and Release of Liability Agreement shall be effective and binding upon by heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
15. ***Further, in no event shall Gordons WaterSports Inc. have a payment owed to the Lessor for any amount greater than the amount of the contract herein. Parties agree that at no time shall Gordons WaterSports Inc. be liable for any amount to the lessor, or any third party, the lessor's heirs, administrators, executors, or otherwise, in an amount greater than the value of this contract.***

Witness my signature this the ____ day of _____, 20 ____.

(Printed Name of Customer)

(Signature of Customer)

(Printed Name of Parent or Guardian)

(Signature of Parent or Guardian)

(Gordons WaterSports Inc. Employee)