



KAYAK RENTAL AGREEMENT

NAME:		Starting Date / Time:	
Address:		Returning Date & Time:	
Telephone #:	Boat Type & Color: Yellow Pelican Freedom 100X Kayak		
Vehicle type:	Contact person, and phone #:		
License plate #			
KAYAKING DESTINATION:			
Paddle: YES [] NO []		PFD: YES [] NO []	
S.skirt: YES [] NO []		Throw.bag: YES [] NO []	
Rental Fee: \$40. ⁰⁰ + (\$25. ⁰⁰ x []) # of additional days = \$ _____		\$40.⁰⁰ 1st-Day \$25.⁰⁰ Per Day Thereafter OR \$150.⁰⁰ Per Week	
Taxes \$			
Total Cost \$			
CREDIT CARD NUMBER <small>(MANDATORY)</small> :			
CREDIT CARD EXP DATE:		CREDIT CARD CSV #:	

* \$10.00 fee per boat returned dirty.
 Late returns will be charged accordingly. Early returns will not be refunded.

RENTAL TERMS: Equipment acknowledged to be in good condition except: nil, or:
 (specify any dents, gouges, or other damage) _____

Please mark and initial all damages prior to rental.
 This diagram must be initialled by a representative of 3272023 Nova Scotia Limited operating as The Song of the Paddle AND the party renting the kayak.



The Song of the Paddle:
Renting Party:

I assume all risk and responsibility for the return of the equipment rented in good condition as noted above. I am aware that most damage to kayaks occurs during transportation, and I will take appropriate steps to ensure safe transport. **I am aware that deep gouges to the hull of the kayak will be caused by dragging the kayak over rocks, and I will not attempt this.** I am aware that undue stress and consequential damage will be caused by carrying a kayak while fully loaded, and will ensure that the kayak is unloaded before carrying. I am aware that damage to the boat will be caused if I lift or carry the boat by the cockpit, and will not attempt this. **Without being restricted to the foregoing, I will pay for any loss or damage to the equipment rented, however caused, and The Song of the Paddle may debit my credit card with such amount.**

LIABILITY RELEASE: NO ONE OTHER THAN THE PERSON WHO SIGNS THIS AGREEMENT, WILL USE THE EQUIPMENT RENTED UNDER THIS AGREEMENT.

I acknowledge that I am in good physical condition, and am aware that use of this equipment could result in injury or death. I acknowledge that I am experienced in handling the equipment, and in assessing the weather and unpredictable environment in which I plan to use this equipment. I agree to assume all risks involved in the rental and use of this equipment, weather predicted or not, and I hereby, for me, my heirs, executors, administrators, successors and assigns arising out of, or in consequence of any loss, injury, damage to my person or property, or death incurred while renting the equipment not withstanding that same may have arisen by negligence of The Song of the Paddle.

I AM AWARE THAT BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO ALL OF THE ABOVE.

SIGNATURE:	DATE:
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**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!**

SIGNATURE OF PARTICIPANT

TO: 3272023 Nova Scotia Limited operating as The Song Of The Paddle, 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")

DEFINITION

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; ocean kayaking; kayaking in surf or moving water; rental of kayaks (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 the rental of kayaking equipment.

RENTAL AGREEMENT

I accept full responsibility for the kayak equipment rented ("the Equipment") and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

KAYAKING SAFETY

I acknowledge that I have been advised to wear an approved personal floatation device while kayaking and to carry other safety equipment such as spray deck, pump, paddle float, and bailer. I am familiar with the proper use of the Equipment, including how to self-rescue, and of the ocean environment including tides, currents and weather effects. I am aware that there are technicians 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 and the rental of kayaking 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 AND THE RENTAL OF KAYAK 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to rent me kayaking 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 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 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 Nova Scotia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Nova Scotia 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 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.

Signed this ____ day of ____, 20 ____.

<i>Witness</i>	<i>Signature of Participant</i>
<i>Please print name clearly</i>	<i>Please print name clearly</i>
<i>Signature of Guardian if participant is under age of majority</i>	