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### ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

WAIVER OF LIABILITY AND RELEASE OF CLAIMS FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR OTHER LEGAL OR EQUITABLE CLAIMS.

I, \_\_\_\_\_ (renter's full legal name) hereby acknowledge that Surfing/Paddle Boarding or any water activity is a POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and/or property damage and/or death. I FURTHER ACKNOWLEDGE THAT SURFSUP ECO SHOP (hereby referred to as the "COMPANY") rents surfing/paddle boards and water sports equipment, and does not provide instruction, guidance, or any information regarding any activity involving the rental equipment I (the renter) intend to use.

I, \_\_\_\_\_ (renter's full legal name) hereby release, waive, discharge, and agree that SURFSUP and MUNICIPALITY OF KINCARDINE is not to be held liable for any personal injury, property damage, or death caused by my activity, as SURFSUP and MUNICIPALITY OF KINCARDINE is acting as a facilitator and providing only the equipment needed to perform or participate in said activity. I release any and all claims against SURFSUP and MUNICIPALITY OF KINCARDINE, its agents, employees, or officers. I ASSUME ALL LIABILITY and risk of personal injury, death, or property damage, and separately INDEMNIFY and SAVE and hold HARMLESS the releases, and agree that this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by Releases, including the compounding of injuries that may be caused by, but not limited to improper rescue procedures.

Note: This Waiver of Release of Liability Agreement is intended to be a legally binding document. Read this waiver carefully and completely. You may wish to contact an attorney to obtain advice about this document.

By your signature on this Waiver and Release of Liability Agreement, you indicate your acceptance of all the terms and conditions below. SURFSUP has arranged for you to rent a Surf/Paddle Board or any other equipment, participate in a surfing class, or participate in some other event. All persons renting and/or using rented items, such as Surf/Paddle Boards or any other equipment, participating in surfing class or other events by the company are required to sign and agree to the terms of this Waiver and Release of Liability Agreement prior to rental.

IN CONSIDERATION of, and as an express condition to, your rental or use of a surf/paddle board from the Company, the undersigned hereby agrees to the following:

- The Undersigned is aware that surfing and paddle boarding is an activity that involves risk of injury or even death.
- The Undersigned is aware that there is a risk of negligence by the Company or its agents or assigns, including the failure by the Company or its agents or assigns to safeguard or protect me from, or warn me of: risks, dangers and hazards of surf/paddle boarding or any other type of water activity.
- I freely accept and fully assume all risks, dangers and hazards associated with participating in a surfing, rental or event and possibility of loss, personal injury or death resulting there from. These risks may include property damage, personal injury and death, which may result in part from turbulence, mechanical or equipment malfunctions, vehicular accidents, risk of drowning, water, reefs, rocks, serious laceration or other accidents.
- The Undersigned, after careful consideration, expressly assumes these risks and agrees to release the Company and its affiliates, employees, members, associates, drivers and independent contractors from any and all liability associated with these risks.
- The Undersigned hereby holds harmless and indemnifies the Company and its agents and affiliates from any and all liability for any property damage or personal injury to any third party resulting from my participation in a company surf/paddle board instructional class, rental or event.
- The Undersigned hereby WAIVES AND RELEASES ANY AND ALL LAWSUITS, 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 the Company and its affiliates, employees, members, associates, drivers and independent contractors resulting, directly or indirectly, from the participation in a Company Surf/Paddle Board instructional class, rental or events and all actions related thereto.
- The Undersigned hereby acknowledges that he/she/they is/are responsible for their own suitability to Surf/Paddle or participate in water sports and is hereby strongly encouraged to consult a physician prior to participating should they have any concerns such as, but not limited to: pregnancy or physical impairment or including, but not limited to, swimming ability in Lake Huron.

INITIAL HERE: \_\_\_\_\_

#### LIABILITY FOR DAMAGE TO EQUIPMENT

When engaging in the rental or use of Company equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement cost for any damage or theft that may occur to equipment during the rental period. Should I damage a surf or paddle board, I agree to pay a surf board damage fee of \$30/inch (maximum limit of liability for a Surf Board damage is \$800, maximum limit of liability for a SUP Board is \$1200 and \$200 for water cameras). Should the rental become lost or stolen the maximum liability limit will be charged.

INITIAL HERE: \_\_\_\_\_

This Waiver and Release of Liability Agreement shall be governed and construed by the laws of Ontario. Any litigation pertaining to this Waiver and Release of Liability Agreement shall be held exclusively in Ontario with the prevailing party being entitled to collect reasonable attorney fees, cost, and expenses from the non-prevailing party. The Undersigned voluntarily submits to the exclusive personal jurisdiction of provincial and federal courts in Ontario and waives any and all objections to the jurisdiction or proper forum of such courts. If any provision of this Waiver and Release of Liability Agreement shall be held unenforceable or void, it shall be separable from the remaining provisions and shall not affect their subsequent enforceability or validity. THE UNDERSIGNED HEREBY WAIVES RIGHT TO A TRAIL BY JURY FROM ANY LITIGATION ARISING FROM OR RELATING TO THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. By signing below, the Undersigned (or, if the Undersigned is under the legal age of 18, the Undersigned's legal guardian) 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 my heirs, next-of-kin, executor, administrators, and representatives in the event of death or incapacity. I have read this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement, fully and understand the terms, understand that I have given up substantial rights by executing this document, and I am aware of its legal consequences, and have executed it freely and voluntarily, without inducement, assurances, or guarantees made to me and intend my signature to be complete and unconditional release of liability to fullest extent allowed by law and further agree to save and hold harmless said releases.

I am over the age of 18 and I have read and understood the above:

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I am under the age of 18 and my parent/guardian has read and understood the above:

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_