

**RELEASE OF LIABILITY, WAIVER OF CLAIMS—ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

BOBS LAKE COTTAGES & ESCAPES--613 273 9193—75 Burns Lane N, Godfrey ON K0H1T0

TO: BOBS LAKE COTTAGES & ESCAPES and its directors, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (**hereinafter collectively referred to as the “Releasees”**)

Waiver for Boat Use While Renting at Badour Island Retreat

Name:

Address:

Cell Phone:

Email:

Boat:

REFUNDABLE damage deposit: \$500 (\$2500 if you upgrade)

PROP NOT DAMAGED:

PROP ON RETURN OK

Rental Conditions---The Rental Customer is over 16 years of age and has reviewed and signed the Rental Boat Safety Checklist.

- The Rental Customer will keep the boat within the waters of BOBS LAKE.
- The boat is given with a full tank of gas. Guests can go to Twin Oaks Camp (<https://maps.app.goo.gl/HUjnvqGZaW8t1mB9>) if they need additional gas.
- The operator(s) of this boat all have to sign this waiver.
- The Rental Customer assumes responsibility for damage to the Equipment save for normal wear and tear.
- The Rental Customer accepts full responsibility for the care of the rental equipment (“the Equipment”) listed on this form and agrees to pay for any damage to the Equipment and replace at full retail value any equipment not returned by the agreed date.
- The Rental Customer also agrees to return the Equipment in clean condition to avoid additional charges.
- The Rental Customer acknowledges that he/she is familiar with the proper use of the Equipment and has asked all necessary questions and received answers thereto necessary to the safe and necessary operation of the Equipment.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

1. **To WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against THE RELEASEES and the manufacturer and distributor of the Equipment and their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as “the Releasees”) and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of or arising out of any aspect of my use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANDY DUTY OF CARE OWED UNDER THE OCCUPIERS’ LIABILITY ACT ON PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS INCLUDING ANY WARRANTY ON THE PART OF THE RELEASEES in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provisions or failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment. **Initial here**

Name:

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party resulting from the use of the Equipment.

3. This 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 agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and 5. Any litigation involving the parties to this agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Rental Customer Signature

Name:

Signature of User if different from Renter

Name:

Signature of Additional Operator

Name:

Signature of Additional Operator

Name:

Signature of Additional Operator

Name

Date:

Witness