

Kalavida Surf Shop Ltd. **PaddleBoard** Rental Liability Waiver

****READ CAREFULLY ****

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In consideration of Kalavida Surf Shop Ltd. providing services and/or equipment to enable me to participate in Stand-Up Paddle boarding (SUP) I agree as follows:

1. I will wear a properly fitted, CSA approved, personal floatation device (a "life jacket") that is in good working condition at all times while using a SUP on the water rented from KALAVIDA SURF SHOP LTD. If my child or I are seen using a SUP on the water without a life jacket, I will be required to immediately return the SUP with no refund.
2. SUPs are maintained regularly. I am responsible for checking the SUP(s) BEFORE setting out on the water.
3. SUPs are rented out clean and in proper working condition. I will return the SUP(s) in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance, or replacement. I accept the use of the equipment, AS IS, in good condition and accept full responsibility for care of the equipment while under my possession. I agree that: (1) damaged parts or components will be repaired/replaced at the shop's discretion, and I agree to pay the shop rates and retail prices for parts or components replaced (2) clean condition means normal wear and tear is accepted but does not include broken paddles, damaged hulls, or other parts from misuse and/or accidents or other parts from misuse and/or crashes (3) I will return the SUP clean of sand and debris (4) hourly and daily rentals are due back 15 minutes before closing time (5) late returns are subject to fines, at Kalavida Surf Shop's discretion, at a rate of \$20 per 10 minutes past the return time and (6) no one else will use the rented equipment without first completing this Rental Liability Waiver.
4. I will provide Kalavida Surf Shop Ltd. with credit card details, and I authorize Kalavida Surf Shop Ltd. to charge this credit card for any and all eventual costs in case of damages to the SUP(s) during my rental period, including labour. In case of theft, I will be responsible for reimbursing Kalavida Surf Shop Ltd. or the original price of the SUP(s), plus the cost of any accessories provided at the time of the rental.
5. **Assumption of Risk: I understand and accept that renting this SUP and participating in paddle boarding exposes me/my child to many hazards, including but not limited to the possibility of (1) falling off the board into water or onto the board, slipping and falling on wet, slippery, or moving surfaces (2) collision with other watercraft or towed persons or objects, swimmers, or natural or other obstacles, such as a submerged object such as a log or a dock (3) environmental conditions including adverse weather, lightning or storms, wind or currents (4) physical strain leading to overexertion, dehydration, heatstroke, sunburn (5) encounters with local wildlife and aquatic life including attack or injury from domestic or wild animals or infection from aquatic microorganisms (6) risk of hypothermia from prolonged exposure to cold water or weather (7) risk of drowning and (8) such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment. I acknowledge these hazards and risks may entail unavoidable risk of death, personal injury, (including but not limited to strains, fractures, pulling or tearing a ligament or muscle, puncturing an eardrum, partial and/or total paralysis or other ailments that could cause severe disability) and loss of or property damage. I understand that I/my child must be in good physical health to participate in paddle boarding and confirm that I/my child have no significant health conditions that prevent us from paddle boarding. I acknowledge and agree that there are additional risks associated with participating in this activity while under the influence of alcohol or drugs, and I will not use the SUP while under the influence of alcohol or drugs. Despite these risks, I assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising from renting the SUP(s) and participating in paddle boarding. I understand the inherent risk involved in using the rental equipment and accept full responsibility for any and all such damage or injury which may result.**
6. **Waiver And Release: In consideration of Kalavida Surf Shop Ltd. renting me/my child the SUP(s), I expressly release and forever discharge Kalavida Surf Shop Ltd. and its directors, officers, agents, representatives, volunteers, employees, contractors, sponsors, successors and assigns (the "Releasees") from any and all liability or claims for injury, illness, death, or loss of or damage to property which I/my child may suffer while renting the SUP(s) and participating in paddle boarding. This discharge specifically includes but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence, breach of contract, breach of warranty, or breach of any statutory or other duty of care of the Releasees. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me/my child while I am engaged in renting the SUP(s) or participating in paddle boarding, I will have no right to make a claim or file a lawsuit or other claim against the Releasees.**

I HAVE CAREFULLY READ THIS PADDLE BOARD RENTAL LIABILITY WAIVER IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF MY/MY CHILD'S RISK, WAIVER AND RELEASE OF LIABILITY, AND I SIGN IT VOLUNTARILY.

****READ CAREFULLY ****

**** FILL OUT YOUR NAME AND CONTACT INFORMATION ****

Date: _____, 2024

Name: _____ Phone: _____

Address: _____ City: _____

Postal Code: _____ Email: _____

**** INITIAL THE FOLLOWING BOXES AND SIGN BELOW ****

I have read this Stand Up Paddle Board (SUP) Rental Liability Waiver and understand all of my rights.

I will always wear a life jacket while on the rented SUP.

I understand that while using the rented SUP, I may be exposed to the hazards described in this waiver, and I accept the risks and terms set out in the *Assumption of Risk* section of this Waiver.

I understand that I am waiving all liability against Kalavida Surf Shop Ltd. as set out in the *Waiver And Release* section of this Waiver.

Kalavida Surf Shop Ltd. staff have answered my questions to my satisfaction.

(*complete only if you are renting on behalf of your child*) I certify that I am the legal guardian of the child/children _____, date(s) of birth _____, and that they are between the ages of 16-18. I consent to them renting and using SUP equipment. I have read the Waiver, understand its contents, and to the extent permitted by law, I agree to its terms on behalf of my child(ren).

Signature: