

Please read this indemnification and liability waiver ("Agreement") carefully before renting a kayak from [The Wild Life Rentals, Marmora] ("Rental Company"). This Agreement outlines the terms and conditions under which you, the renter, agree to rent and use the kayak(s) provided by the Rental Company. By signing this Agreement, you acknowledge and accept all terms and conditions stated herein.

Assumption of Risk:

1. You understand and acknowledge that kayaking involves inherent risks and dangers, including but not limited to:
 - a) Potential injury or death arising from accidents, collisions, capsizing, or other water-related incidents.
 - b) Exposure to natural elements such as wind, waves, rapids, dams, currents, and adverse weather conditions.
 - c) Risks associated with strenuous physical activity and exertion.
 - d) Potential encounters with wildlife or other watercraft.

You voluntarily assume all such risks and agree to use the kayak(s) at your own risk.

Rental Responsibility:

2. You agree to exercise due care and responsibility while using the kayak(s) rented from the Rental Company. This includes, but is not limited to:
 - a) Properly wearing a personal flotation device (PFD) at all times while on the water.
 - b) Adhering to all applicable laws, regulations, and safety guidelines regarding kayaking.
 - c) Using the kayak(s) in a safe and responsible manner, considering your skill level and prevailing conditions.
 - d) Refraining from using the kayak(s) under the influence of alcohol, drugs, or any other impairing substances.
 - e) Protecting the kayak(s) from theft, loss, or damage while in your possession.

Indemnification:

3. To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless the Rental Company, its officers, employees, agents, and affiliates from

and against any and all claims, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of or related to:

- a) Your use, misuse, or possession of the rented kayak(s).
- b) Any injury to yourself or others, including property damage, that may result from your use of the kayak(s).
- c) Violation of any laws, regulations, or terms outlined in this Agreement.

Release of Liability:

- 4. You release the Rental Company, its officers, employees, agents, and affiliates from any and all claims, liabilities, demands, actions, and causes of action arising out of or in connection with your use of the kayak(s) rented from the Rental Company. This release applies to any and all claims, whether known or unknown, arising from the Rental Company's negligence or otherwise.

Governing Law:

- 5. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts in Ontario.

By signing below, you acknowledge that you have read, understood, and agree to be bound by all the terms and conditions of this Agreement, including the assumption of risks, rental responsibilities, indemnification, and release of liability.

Renter's Name: _____

Renter's Signature: _____

Date: _____

Rental Company Representative: _____

Signature: _____

Date: _____

Damage/Loss Clause:

1. The renter agrees to be responsible for any damages or loss incurred to the rented kayak(s) and associated equipment during the rental period.
2. The renter shall reimburse the Rental Company for the full cost of repair or replacement of any damaged or lost rental items, as determined by the Rental Company in its sole discretion.
3. The renter shall promptly notify the Rental Company of any damages or loss that occur during the rental period.
4. The Rental Company reserves the right to charge the renter's credit card or pursue any other lawful means to obtain reimbursement for damages or loss of rental items.
5. The renter acknowledges that a pre-rental inspection will be conducted to assess the condition of the kayak(s) and associated equipment. Any existing damages or issues shall be documented and noted by both parties before the rental commences. The renter will be responsible for damages or loss beyond normal wear and tear.
6. The renter shall not make any alterations or modifications to the rented kayak(s) or associated equipment without the express written consent of the Rental Company.
7. The renter shall use the rented kayak(s) in a manner consistent with its designated purpose and in accordance with all applicable laws, regulations, and safety guidelines.
8. In the event of theft or loss of the rented kayak(s) or associated equipment, the renter shall report the incident to the Rental Company and the appropriate authorities immediately. The renter will be responsible for all costs associated with the theft or loss, including the replacement value of the rented items.

By signing below, the renter acknowledges and agrees to the terms of this Damage/Loss Clause, assuming full responsibility for any damages or loss of rental items.

Renter's Name: _____

Renter's Signature: _____

Date: _____

Rental Company Representative: _____

Signature: _____

Date: _____