

TERMS AND CONDITIONS

Welcome to The Wild Life Rentals! Please read these terms and conditions carefully before using our website and renting paddle boards. These terms and conditions ("Agreement") govern your use of the rental services provided by The Wild Life Rentals ("Rental Company"). By accessing or using our website and services, you agree to be bound by this Agreement. If you do not agree to these terms, please refrain from using our website and services.

Rental Services:

- a) The Rental Company provides rental services for paddle boards and related equipment ("Rental Items").
 1. b) The Rental Items are subject to availability, and the Rental Company reserves the right to modify or discontinue the availability of any Rental Items without prior notice.

Rental Agreement:

- a) By completing the rental process on our website, you enter into a rental agreement with the Rental Company for the selected Rental Items.
- b) The rental period and associated fees shall be determined based on the information provided during the online booking process.
 2. c) The terms and conditions outlined in this Agreement, including the assumption of risks, rental responsibilities, indemnification, release of liability, damage/loss responsibility, cleaning fee, and damage clause, shall apply to the rental agreement.

Assumption of Risks:

- a) You acknowledge and understand that paddle boarding involves inherent risks and dangers, including but not limited to:
 - i) Potential injury or death arising from accidents, collisions, falls, or other water-related incidents.
 - ii) Exposure to natural elements such as wind, waves, currents, and adverse weather conditions.
 - iii) Risks associated with strenuous physical activity and exertion.
 - iv) Potential encounters with wildlife or other watercraft.

3. b) You voluntarily assume all such risks and agree to use the paddle boards at your own risk.

Rental Responsibility:

a) You agree to exercise due care and responsibility while using the paddle boards rented from the Rental Company.

b) You shall use the paddle boards in a safe and responsible manner, following all applicable laws, regulations, and safety guidelines.

c) You shall promptly report any damages or loss of Rental Items to the Rental Company.

4. d) Any alterations or modifications to the Rental Items are strictly prohibited without the express written consent of the Rental Company.

Indemnification:

5. a) 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 your use of the paddle boards or any violation of this Agreement.

Release of Liability:

6. a) 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 paddle boards 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.

Damage/Loss Responsibility:

a) You agree to be responsible for any damages or loss incurred to the paddle boards during the rental period, beyond normal wear and tear.

b) The Rental Company reserves the right to assess and determine the extent of the damages.

c) You shall reimburse the Rental Company for the full cost of repair or replacement of the damaged Rental Items, as determined by the Rental Company in its sole discretion.

7. d) The Rental Company may charge your provided payment method for any applicable repair or replacement costs.

Cleaning Fee:

a) A cleaning fee of \$50 will be charged if the paddle boards are not returned in a clean and orderly condition.

8. b) The cleaning fee will be charged to the credit card used for the rental transaction.

User Requirements:

a) All users must be at least 18 years of age or older, or accompanied by a responsible adult throughout the rental period.

9. b) For flotation device rentals, users must weigh a minimum of 90 lbs (41 kg) and must not exceed 250 lbs (113 kg) to ensure safe operation of the equipment.

Governing Law:

10. a) 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 using the Rental Company's website and services, 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, release of liability, damage/loss responsibility, cleaning fee, and damage clause.