



# RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY

(hereinafter referred to as the "Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING ANY ACCIDENT, PERSONAL INJURY AND/OR PROPERTY DAMAGE. PLEASE READ CAREFULLY!**

TO: Polycorp Properties Inc. doing business as Long Lake Adventure Company, Her Majesty the Queen in the Right of the Province of Nova Scotia, and THEIR directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

### DEFINITION

In this Agreement, "the Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: stand up paddle boarding, still water kayaking; rental of kayaks and stand up paddleboards and any other equipment (hereinafter "the Equipment"); orientational and instructional courses, seminars, sessions, videos etc. ; and all travel, transport and accommodation; and other such activities, events and services in any way connected with or related to the Activities or the rental of the Equipment and surrounding areas..

### RENTAL AGREEMENT

I accept full responsibility for the Equipment rented and agree to pay for any damage however caused to the Equipment and replace the Equipment at full retail value if not returned by the agreed date and time, plus lost revenue due to such equipment not being available for revenue generating periods. Rental equipment may only be used in still water applications such as lakes and calm salt water areas. Rental Equipment may not be used for ocean water use at any time. The only salt water bodies of water which may be used with the equipment are Halifax Harbour, Bedford Basin, and the Northwest Arm. Under no circumstances can equipment be used in active water applications such as surfing, wave riding, rivers or river rapids/whitewater areas.

### SAFETY

I acknowledge that it is a mandatory requirement to wear an approved personal flotation device ["PFD"] while paddle boarding or kayaking and to carry other safety equipment as required by federal regulations. I am familiar with the proper use of the Equipment, including how to self rescue, and of the environment including currents and weather, weather forecasts and their effects on conditions. I am aware that there are staff available to answer any questions that I may have as to the proper use of the Equipment.

### ASSUMPTION OF RISKS

I am aware that use of the Equipment and the area surrounding the Activities area involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the parking areas, walking trails, roadways, the shoreline and the water; slip and falls while getting into/on or out/off the Equipment; overturning of the Equipment; loss of balance; impact, collision with or entrapment by trees, logs, deadfalls, rocks, boulders, buoys, floating debris, other people, other boaters, swimmers, and other hazards; hypothermia; drowning, changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; mechanical failure of the equipment, negligence on the part of other participants, people and members of the public; and NEGLIGENCE ON THE PART THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES, THE EQUIPMENT AND THE SURROUNDING AREA AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to rent me the Equipment and my participation in the Activities and my use of the other facilities and surrounding area or areas, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the Activities and/or use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities or the use of the Equipment;
3. This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Nova Scotia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Nova Scotia and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities or use of the Equipment, other than what is set forth in this Release Agreement.

### SOCIAL MEDIA & ADVERTISING IMAGES RELEASE

I hereby authorize the Releasees to use my photo and/or information related to my experiences with the Long Lake Adventure Company. I understand this information may be used in publications, including electronic publications, audiovisual presentations, promotional literature, advertising, community presentations, letters to area legislators and media and/or other similar ways.

THIS SOCIAL MEDIA AND ADVERTISING RELEASE is freely give without expecting payment. I release the Releasee and its respective employees, officers and agents from any and all liability which may arise from the use of such news media stories, promotional materials, written articles, videotape and/or photographs.

\_\_\_\_\_ Initials Participant 1      \_\_\_\_\_ Initials Participant 2

\_\_\_\_\_ Initials Participant 3      \_\_\_\_\_ Initials Participant 4

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEAASEES.

**Participant #1**

\_\_\_\_\_  
First Name (please print clearly)                      Last Name (please print clearly)                      (\_\_\_\_) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Street Address                      City                      Province/State                      Country                      Postal/Zip Code

\_\_\_\_\_ Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signature of Participant # 1**                      Signature of Guardian if participant is under age of majority  
[19 in Nova Scotia]

**Participant #2**

\_\_\_\_\_  
First Name (please print clearly)                      Last Name (please print clearly)                      (\_\_\_\_) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Street Address                      City                      Province/State                      Country                      Postal/Zip Code

\_\_\_\_\_ Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signature of Participant # 2**                      Signature of Guardian if participant is under age of majority  
[19 in Nova Scotia]

**Participant #3**

\_\_\_\_\_  
First Name (please print clearly)                      Last Name (please print clearly)                      (\_\_\_\_) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Street Address                      City                      Province/State                      Country                      Postal/Zip Code

\_\_\_\_\_ Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signature of Participant # 3**                      Signature of Guardian if participant is under age of majority  
[19 in Nova Scotia]

**Participant #4**

\_\_\_\_\_  
First Name (please print clearly)                      Last Name (please print clearly)                      (\_\_\_\_) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Street Address                      City                      Province/State                      Country                      Postal/Zip Code

\_\_\_\_\_ Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signature of Participant # 4**                      Signature of Guardian if participant is under age of majority  
[19 in Nova Scotia]

**STAFF USE:**

Storage #: \_\_\_\_\_

Time Out: \_\_\_\_: \_\_\_\_\_

Time In: \_\_\_\_: \_\_\_\_\_

Rental Rate: \$ \_\_\_\_\_

Payment Method:  Credit     Debit  
 Cash     Other: \_\_\_\_\_

Staff working: \_\_\_\_\_

**Equipment Type**

Piece # 1                      AK    KK    DK    ASUP    KSUP

Piece # 2                      AK    KK    DK    ASUP    KSUP

Piece # 3                      AK    KK    DK    ASUP    KSUP

Piece # 4                      AK    KK    DK    ASUP    KSUP

Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_