

**PARTICIPANT RELEASE, WAIVER OF CLAIM AND
ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

In consideration of Handling, use and rental of equipment owned by Switzer Park Watersport Rentals (the "Facility") such as Paddle Boards, Kayaks, Canoes and any other equipment or devices (the "Equipment") and participation in any activities associated with the Equipment, I (the person makes the booking), on behalf of my group (including whom you rent for and whom you rent with) agree and acknowledge that:

(You are deemed to have signed this waiver when your rental booking is confirmed with a valid and paid invoice)

_____ I understand the Facility provides a self-serve rental service, I am solely responsible for moving the Equipment from the rack to water bodies, other handling during my rental period, and putting the Equipment back on to the rack (collectively "Handling" or "Handle"), and the Facility only rents the Equipment to me during my booked time.

_____ I acknowledge that the Facility has no responsibility for the safety of mine, my groups', and other people's who are on site while I am Handling and/or using the equipment. I understand that the Facility advises on the website www.spwr.ca to inspect the equipment before using it, wear a personal floatation device with use of the Equipment, and Handle the Equipment with caution for myself and people around on site.

_____ I acknowledge that I will wear a personal floatation device with use of the Equipment. I am familiar with the proper use of the Equipment, including how to self-rescue, and I am aware of the dangers associated with water sport activities.

_____ I accept full responsibility for the Equipment rented and agree to pay for any damage to the Equipment and replace the Equipment at full retail value, and I agree to pay any fees per the Facility's discretion if I do not return the Equipment within the agreed rental period.

_____ I agree to obey all regulations regarding the use of water bodies as stipulated in the Provincial Parks Acts, including strict prohibition of alcohol usage, and I agree to all rules and regulations as posted on signs at boat launches and on lakes.

_____ I am aware of the risks and hazards inherent in the nature of the Handling and/or use of the Equipment, and I have full knowledge of the nature and extent of these risks and hazards; including but not limited to: contact with and/or possible immersion in cold water for undetermined periods, leading to hypothermia and/or possible suffocation or drowning; accidents which occur during the Handling of the Equipment to myself or people around on site; slip and falls while getting into or out of the Equipment; overturning of the Equipment; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or other rental Equipment; changing and inclement weather conditions including storms, high wind and lightning; encounters with domestic or wild animals; mechanical failure of the Equipment; negligence on the part of other participants; and negligence on the part of the Facility and the Equipment manufacturers and distributors and their staff, including the failure on the part of the Facility to safeguard or protect me from the risks, dangers and hazards as a result of my Handling and/or use of the Equipment. I understand that in Handling and/or using the Equipment I may suffer personal injury or death.

_____ Notwithstanding that I am fully aware of such risks and hazards, I freely and voluntarily assume all the risks involved in the Handling and/or use of the Equipment and in doing so, I understand that I will be solely responsible for any loss, injury or damage I or other people around may sustain, and that my Handling and/or use of the Equipment shall be entirely at my own risk.

_____ I hereby waive any and all claims I may now and in the future have against the Facility, and release from all liability and do hereby indemnify and save harmless the Facility for any claim, including but not limited to, any claim for medical services arising from my Handling and/or use of the Equipment, and hereby agree not to sue the Facility and its owners, employees, insurers, agents and representatives (collectively "its staff") for any personal injury, death, property damage or loss sustained by me as a result of my Handling and/or use of the Equipment due to any cause whatsoever, including, without limitation, negligence on the part of the Facility or its staff.

_____ I am physically capable and fit to participate in this activity and assume the responsibility for my physical fitness and the capacity to undertake such activities. The Facility may secure such medical advice and services as the Facility, in its sole discretion, deems necessary for my health and safety and I agree that I shall be responsible for paying all costs of such advice

and services.

_____ I am aware of the nature and effect of this Release, Waiver of Claim and Acknowledgement and Assumption of Risk. My voluntary signature on this Release, Waiver of Claim and Acknowledgement and Assumption of Risk is binding upon myself, my heirs, my executors, administrators, personal representatives and assigns.

_____ I agree that the Equipment will remain in my possession during the rental period and that I am responsible for any losses sustained by others in contravention of this rule.

_____ I am executing this Release, Waiver of Claim and Acknowledgement and Assumption of Risk freely and voluntarily without any compulsion on behalf of the Facility.

_____ I acknowledge that I have read this entire Agreement prior to signing it or confirming the rental booking with the Facility.

_____ I hereby represent and warrant that I am of the full age of eighteen years or older, and I am under no disability that would render me unable to sign and be fully bound by the provisions of this Release, Waiver of Claim and Acknowledgement and Assumption of Risk.

INTENDING TO BE LEGALLY BOUND, I have executed this Release, Waiver of Claim and Acknowledgement and Assumption of Risk this ____ day of ____, _____ (Deems to be effective on the day the booking is confirmed).

Name of Participant (please print)

Signature (you are deemed to have agreed and signed on this document when your booking is confirmed)

Street Address

City/Province/Postal Code

In consideration of _____ (print minor's name) ("Minor") being permitted by the Facility to participate in its activities and to Handle and/or use its Equipment, I further agree to indemnify and hold harmless the Facility from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such Handling, use or participation by Minor.

Name of Parent/Guardian (please print)

Signature (Parent/Guardian are deemed to have agreed and signed on this document when the booking is confirmed)