

PARTICIPANT RELEASE, WAIVER OF CLAIM, AND ASSUMPTION OF RISK FOR BOOKING PERSON (on behalf of self and as Indemnitor for group)

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

In consideration of the rental and use of equipment provided by Switzer Park Watersport Rentals, its owners, directors, officers, employees, contractors, agents, and representatives (collectively, the "Facility"), including paddle boards, kayaks, canoes, and related gear (the "Equipment"), I agree as follows:

1. INDIVIDUAL AGREEMENT & MINORS

I, as the person making the booking, acknowledge that it is a strict condition of this rental that **every adult participant** must read and sign on the waiver. **If I allow a person in my group to use the Equipment without them having signed the waiver, I agree to indemnify and hold the Facility harmless from any claims brought by that person. I also understand that the Facility is not responsible for verifying that everyone in my group has signed the waiver prior to using the Equipment.**

If I am signing on behalf of a minor, I confirm that I am the minor's parent or legal guardian and agree to this waiver on their behalf, to the fullest extent permitted by law.

2. SELF-SERVE ACKNOWLEDGEMENT

I understand that this is a self-serve rental. I accept the Equipment "as is" and agree that I am solely responsible for:

Inspecting the Equipment for damage or defects prior to each use

Not using any Equipment I believe to be unsafe or defective

The safe handling, transporting, launching, and returning of the Equipment

I assume all risks arising from the condition of the Equipment and from my handling or use of it.

3. ASSUMPTION OF INHERENT RISKS

I understand that watersports involve inherent risks, including but not limited to:

Cold water immersion, hypothermia, drowning

Slips, falls, and collisions with objects, watercraft, or other persons

Changing weather conditions, including storm, wind and lightning

Changing water conditions, such as big waves

Submerged obstacles, uneven terrain, and limited access to rescue or medical assistance

I freely and voluntarily accept and fully assume all such risks, including the risk of personal injury, death, or property damage.

Participation is voluntary, and I am free to decline or discontinue participation at any time.

4. RELEASE OF LIABILITY & WAIVER OF NEGLIGENCE

I hereby agree to waive any and all claims and release the Facility from any and all liability for any loss, damage, injury, or expense that I may suffer, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, RSA 2000, c O-4.**

This release applies to the fullest extent permitted by law, but does not apply to liability arising from gross negligence or willful misconduct where such exclusion is prohibited by law.

5. SAFE OPERATION & RESPONSIBILITY TO OTHERS

I agree to operate the Equipment in a safe and responsible manner at all times, with due care and attention for other persons, property, and water users.

I understand that I am responsible for any harm or damage I cause to third parties or bystanders through my use or misuse of the Equipment.

6. INDEMNIFICATION (INCLUDING THIRD PARTIES)

I agree to indemnify and hold harmless the Facility, to the fullest extent permitted by law, from any and all claims, demands, damages, costs, or expenses (including legal fees) arising from or related to:

My use, misuse, or operation of the Equipment

Any injury, death, or property damage caused by me to third parties, bystanders, or other users

If I am signing on behalf of a minor, this indemnity includes claims brought by or on behalf of that minor.

7. EQUIPMENT RESPONSIBILITY

I accept full financial responsibility for the Equipment and agree to pay:

The full replacement value for any lost or damaged Equipment

Any applicable late or recovery fees if Equipment is not returned as agreed

8. SAFETY & RULES

I have read and understood the safety recommendations on the website of www.spwr.ca prior to booking, and I agree to:

Wear a properly fitted personal flotation device (PFD) at all times while using the Equipment

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

The Facility reserves the right to refuse or terminate use of Equipment if unsafe behavior is observed.

9. PHYSICAL CONDITION

I confirm that I am physically capable of participating safely. I authorize the Facility to obtain medical assistance on my behalf if necessary, at my own expense.

10. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

11. SEVERABILITY

If any provision of this agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

12. ELECTRONIC ACCEPTANCE

I agree that checking the box below or providing electronic acceptance of this agreement is legally equivalent to my signature.

ACKNOWLEDGEMENT

I confirm that I have read and understood this agreement. I am aware that I am waiving legal rights, including the right to sue, and I agree to this document voluntarily.

SPECIAL PROVISIONS FOR MINORS

In consideration of the minor(s) listed below being permitted to use the Equipment, I (the Booking Person/Guardian) agree:

I am the parent or legal guardian of the minor(s) and have the legal authority to sign this agreement on their behalf.

I have explained the risks of watersports and the "Safety & Rules" (Section 8) to the minor(s).

I agree to the Indemnification terms in Section 6, specifically agreeing to hold the Facility harmless from any claims brought by or on behalf of these minor(s), even after they reach the age of majority.

Minor Name(s) & Age(s): _____

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

Name of the Booking Person (on behalf of self and as Indemnitor for group): (Print): (Deemed the same as you provided above)

Signatures of the Booking Person (on behalf of self and as Indemnitor for group): Deemed you have signed this waiver when you checked the box below.

City: (deemed the same as you provided above)

