

# WESTLAKE-GLADSTONE RECREATION CANOE RENTALS



## RATES

HOURLY RATE \$15.00

HALF A DAY (4 HOURS) \$35.00

THREE DAY SPECIAL \$125

DEPOSIT - \$25.00

\$10.00/HOUR LATE RETURN FEE

## LOCATION AND RENTAL HOURS:

CANOES ARE LOCATED IN GLADSTONE AT WILLIAMS PARK CAMPGROUND (5<sup>TH</sup> ST. WEST)

CANOES WILL BE AVAILABLE FOR PICKUP BEGINNING AT 08:00 AM

CANOES MUST BE RETURNED + SECURED BY 8PM

## RENTAL INCLUDES

X3 PFDS

X2 PADDLES

16-FOOT FLAT BOTTOM MAD RIVER 3-SEATER CANOE

## RENTALS CANCELLATION POLICY

All of our equipment is by reservation only, reserve equipment is removed from our available equipment list, making it unavailable for other clients. A Cancellation Fee is charged to compensate for the time the equipment is not available, as follows:

- Same Day Cancellation - 100% of the total rental invoice
- Less Than 48Hours Notice up to day of event - 50% of the total rental invoice
- More Than 48 Hours Notice – Full Refund

## Events Cancelled Due to Inclement Weather (Outside Rental Only):

### INCLEMENT WEATHER POLICY:

We understand that our customers and the Municipality are unable to predict the weather. Due to this fact we do not provide refund for rain date cancellations. You will have the opportunity to reschedule your rental, if you choose not to, our same day cancellation clause applies.

**I have read the above Cancellation Clauses and understand the financial implications of cancellations:**

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

## **Municipality of WestLake-Gladstone Canoe Rental Use Agreement**

Participant understands that once signed, this waiver is valid for any watercraft rentals for the current season.

Participant acknowledges and recognizes the inherent risk of paddling on the waters in the Municipality of WestLake-Gladstone, including but not limited to cold water immersion and hypothermia, wind and waves, possible rapid changes in the weather and rugged shorelines with limited access. Participant agrees to use canoes on the waters within the Municipality of Westlake-Gladstone. You must be 15 years old or older to rent a canoe. If you are under the age of 18, a parent or legal guardian must sign the release form to you

Participants agree to inspect all equipment before use and seek clarification of facility employees if participant does not fully understand how to use and/or operate the equipment. Participant accepts any equipment AS IS and agrees to return any equipment before use, that is believed by participant, to be damaged or defective, for replacement or repair.

Participant acknowledges receipt of rental equipment for self AND participants registered under name. Participant accepts responsibility for the same while in possession and agrees to return all rental equipment at or before the termination of the rental and/or tour period. **Participant agrees they will be liable for up to the full replacement value of rental equipment not returned and for any extra charges (or full replacement value) if the equipment is damaged beyond normal wear or destroyed beyond repair. Participant agrees they will be liable to pay a late fee of \$10.00/hour for equipment returned after the designated return time.**

### **Express assumption of risk associated with watercraft activities:**

I, do hereby affirm and acknowledge, that I have been fully informed of the inherent hazards and risks associated with the flat bottom canoe activity. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment is significant including the potential for permanent disability and death.
2. Rollovers or falling/jumping off watercraft that may cause cuts, broken bones and other injuries, permanent disability or death.
3. Exposure to water hydraulics or currents, hidden or obvious obstructions, and/or debris found that can cause drowning or other harm.
4. Possible equipment failure and/or malfunction of my own or others' equipment.
5. Running into objects, persons or animals, including but not limited to barely submerged objects and other hazards that are not visible.
6. My own negligence and/ or the negligence of others, including but not limited to operator error.
7. Using equipment under the influence of any intoxicating substance, which is prohibited.
8. Hazards related to, which include, but are not limited to: collision, capsizing, sinking or other hazards that may result in exposure to the elements, hypothermia, impact of the body upon the water and/or upon rocks, injection of water into my body orifices, aquatic life forms, and/or drowning.
9. Cold water and heat-related injuries and illness including but not limited to hypothermia, hyperthermia, heat exhaustion, heat stroke, sunburn, and/or dehydration.
10. Exposure to outdoor elements, including but not limited to inclement weather, lightning, severe and/or varied wind, temperature or weather conditions.
11. Attack by or encounter with insects, aquatic life forms and/or animals. PLEASE NOTE: If participant(s) use an INHALER and/or require EPINEPHERINE (EpiPen), they are responsible for bringing their medication for self-administration

during the entire rental duration. The Municipality of WestLake-Gladstone DOES NOT provide inhaler, epinephrine, or other medications.

12. Accidents or illness occurring in remote places where there are no available medical facilities may result in emergency assistance or delay in location identification.
13. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
14. My sense of balance, physical coordination, and ability to follow instructions.
15. The maximum occupancy of the canoe is three (3) people.

**\*\* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:**

In consideration for being permitted to participate in any way in canoe activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to personal property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as release the: Municipality of WestLake-Gladstone;
2. To release the releasees, their officers, directors, employees, representatives and agents from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors or assigns may have for personal injury, property damage, or wrongful death arising from the above activity whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities;
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**\*\* I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of ALL Participants: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Date of Rental: \_\_\_\_\_ Date of Return: \_\_\_\_\_

Time Out: \_\_\_\_\_ Due Back: \_\_\_\_\_

\_\_\_\_\_  
Signature (Must be 18 years of age or older)

\_\_\_\_\_  
Printed Name of Signature above.

