Boat Rental Agreement & Release of Liability

Date: ,2011

Full Name:

Address: (Street)

City: Prov: Postal:

Tel: - - Email:

I acknowledge the following policies of Calabogie Peaks ULC and agree that:

- I will pay for damage that I cause to the boat.
- I will return the safety equipment that has been provided to me with the boat.
- I will return the boat at the specified time.
- Consumption of alcohol in a boat is illegal

I acknowledge the following Rental Boat Safety Check List statements and policies:

- There are the appropriate number and sizes of approved Personal Floatation Devices or Life Jackets in the boat for the number of people on board. They must fit and should be worn. I am aware that boat operators without the appropriate number and sizes of approved Personal Floatation Devices or Life Jackets may be subject to ticketing and a fine.
- It is illegal to operate or to permit others to operate a boat when under the influence of alcohol, narcotics, or barbiturates.
- I have been shown how to use, and know the location of safety equipment and that persons operating a boat without the required safety equipment may be subject to ticketing and a fine.
- I am aware of how to respond to grounding, capsizing, and re-boarding.

Renter Initials

YOU MUST READ AND AGREE TO THE TERMS ON THE OTHER SIDE OF THIS FORM

Privacy Notice: Calabogie Peaks respects your privacy. Any personal information we collect is used only to develop products, services, and offers, communicate with our customers and complete transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to http://www.calabogie.com/pages/privacy-policy.php

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!!

To: Calabogie Peaks ULC, Dickson Interests Inc. and Calabogie Peaks Holding Inc. and their respective directors, officers, employees, volunteers, agents, independent contractors, subcontractors, representatives, sponsors, successors and assigns and to the Manufacturers and Distributors of the Rental Equipment, and their Directors, Officers, Employees, Agents and Representatives (the "Releasees")

AS PART OF MY CONSIDERATION FOR THE USE OF THE RELEASEES' RENTAL EQUIPMENT AND CALABOGIE PEAKS' RESORT PREMISES (which includes its restaurants, parking, boating and other land, property and recreation facilities, collectively referred to as the "Premises"), I AGREE TO THE FOLLOWING TERMS:

Rental Equipment: Representations and Warranties Concerning Care and Use

1. I am familiar with the proper use of the Equipment. I understand that the rental personnel are able to answer any questions I may have concerning the proper use of the Equipment.
2. I accept full responsibility for the care of the Equipment and I agree to pay for any damage to the Equipment and to replace at full retail value any Equipment not returned by the date indicated on the reverse of this form.
3. I also agree to return the Equipment in clean condition to avoid any additional charges.

Assumption of Risks

4. I am aware that boating , water activities and recreational activities involve many risks, dangers and hazards. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH boating and water activities AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, and PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of the Releasees allowing me to rent the Equipment and use the Premises, I hereby agree as follows:

9. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees 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 either directly or indirectly, as a result of my use of the Equipment and the Premises, due to any cause whatsoever, 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*, on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of boating, swimming, water activities and other recreational activities referred to above;

10. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to, any third party, resulting from my use of the Equipment or the Premises;
11. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity; and
12. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any legal actions involving the Releasees shall be brought within the Province of Ontario.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING:

I. **THAT MY RENTAL EQUIPMENT IS PROPERLY OUTFITTED;**
II. **THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE EQUIPMENT, THE ACTIVITY I WILL BE PARTICIPATING IN AND THE USE OF THE PREMISES;**
III. **THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE RELEASEES, ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS; AND**
IV. **THAT I WILL INDEMNIFY THE RELEASEES IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.**

Signature of Renter	**Witness Signature**
Signature of Parent or Guardian (if renter under 18 yrs)	**Witness name (printed)**

THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED PRIOR TO RENTING