



## BOAT RENTAL AGREEMENT

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: MASHKINONJE RESORT INC.** and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter referred to as the "Releasees").

### Rental Conditions:

- The Rental Customer is over 21 years of age and has reviewed and signed the Rental Boat Safety Checklist.
- The Rental Customer will keep the boat within the waters of Lake Nipissing. The Rental boat will be kept moored at Mashkinonje Resort when not in use.
- The Rental Customer will be the only operator of the Equipment.
- The Rental Customer will use only premium gasoline from Mashkinonje. The boat will be provided with a full tank of gas. The Customer is responsible to return the boat with a full tank. Mashkinonje Resort can/will provide gas anytime during rental and at end of rental term at Mashkinonje Resorts current per litre costs.
- The Rental Customer will conduct a full inspection of the equipment prior to usage. Unless damages or faulty equipment are communicated and acknowledged, it is understood the boat and all equipment are assumed to be without damage and in proper working order.
- The Rental Customer assumes responsibility for damage to the Equipment save for normal wear and tear.
- The Rental Customer accepts full responsibility for the care of the rental equipment ("the Equipment") listed on this form and agrees to pay for any damage to the Equipment and replace at full retail value any equipment not returned by the agreed date.
- The Rental Customer also agrees to return the Equipment in clean condition to avoid additional charges.
- The Rental Customer acknowledges that they are familiar with the proper use of the Equipment and has asked all necessary questions and received answers thereto necessary to the safe and necessary operation of the Equipment.

NOTE: All operators of Canadian watercraft of any size on Canadian waterways must show proof of competency. Proof of competency can take a number of forms:

- A Canadian Pleasure Craft Operators Card.
- A Completed Rental Boat Safety Checklist.
- Proof of competency from any state that is accredited with the National Association of State Boating Law Administrators (NASBLA).

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

Replacement costs if Boat or Motor damage occurs:

- Mercury 20 hp Prop \$225.00 (fishing boats)
- Mercury 40/50 hp Prop \$425.00 (pontoons)
- Paddles \$40.00 each
- Safety Kit \$25.00
- Anchor Replacement \$75.00
- Live Well Plugs \$65.00
- Bottom End of Motor determined by repair bill
- Any other damage determined by repair bill



1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against THE RELEASEES and the manufacturer and distributor of the Equipment and their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of or arising out of any aspect of my use of the Equipment, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING AND DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT ON PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS INCLUDING ANY WARRANTY ON THE PART OF THE RELEASEES** in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provisions or failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.

**Initial here** \_\_\_\_\_

- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, damage, injury or expense to any third party resulting from the use of the Equipment.
- 3. This 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 agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
- 5. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

<b>Print Name</b>		<b>Signature</b>	
<b>Date</b>		<b>Boating License #</b>	
<b>Print Name Secondary</b>		<b>Signature</b>	
<b>Date</b>		<b>Boating License #</b>	
<b>Boat #</b>		<b>Cottage #</b>	