

RELEASE OF LIABILITY, WAIVER OF CLAIMS. AND ASSUMPTION OF RISKS AGREEMENT. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE SHOULD YOU BE INJURED. PLEASE READ CAREFULLY! INITIAL

TO: NICKEL DISTRICT CONSERVATION AUTHORITY and to LAURENTIAN UNIVERSITY their directors, officers, employees, guides, instructors, agents, representatives, contractors, subcontractors, successors and assigns (hereinafter collectively referred to as "THE RELEASEES"),

DEFINITION - The Agreement shall apply to all activities, events, or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to canoeing; kayaking; hiking; loading and unloading of watercraft (hereinafter referred to as " the Activities").

ACKNOWLEDGEMENT SAFETY I acknowledge that I have been advised to wear a personal flotation device (lifejacket) at all times while entering, exiting or being in the canoe or kayak. I acknowledge that the consumption of alcohol or any intoxicating substance in the canoe or kayak is not permitted. I agree to adhere to all safety instructions and requirements for properly wearing personal protection equipment when instructed to do so.

ASSUMPTION OF RISKS – I am aware that participation in the Activities involves risks, dangers and hazards including, but not limited to: slips and falls while boarding or disembarking from the canoe or kayak; overturning of the canoe or kayak; loss of balance while in the canoe or kayak; falling from the canoe or kayak; hypothermia due to exposure to very cold water; drowning; variation in the water conditions, surfaces and currents, including high waves; changing and inclement weather conditions including storms, high wind and lightning; entrapment by trees, logs, rocks or equipment, collision with rocks, trees, logs, deadfall, boating equipment, docks, dock chains, anchors or other hardware or lines, buoys, buoy lines and other markers and other canoes, kayaks, stand-up paddle boards or motorized vehicles; equipment failure; accidents that occur while hiking, including steep slopes in their natural state that may contain many obstacles and hazards, and terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; variation in the terrain including holes, depressions, loose gravel, rocks, mud, roots, creeks; impact with trees, tree stumps, forest deadfall, rocks, or other natural or man-made objects on or adjacent to the trails; encounters with wild and domestic animals; becoming lost or separated from one's guide, instructor or party; failure to act safely or within one's ability or to stay within designated areas; and negligence of other persons. I AM AWARE THAT NONE OF THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES IS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, SOME OF WHICH ARE REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT - In consideration of the Releasees allowing me to participate in the Activities and permitting my use of their equipment, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE 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 as a result of my participation in the Activities. 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*, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES AND INCLUDING THE FAILURE OF THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISK, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities.
3. The 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 and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

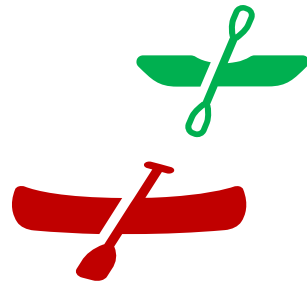
MARINE LIABILITY ACT - The *Marine Liability Act*, S.C. 2001. c.6, may limit the liability of the Releasees in the event of an accident resulting in injury or death. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Date this waiver is signed

PRINT NAME	SIGNATURE*	Staff WITNESS

* IF UNDER AGE OF 18 WAIVER MUST BE SIGNED BY PARENT OR LEGAL GUARDIAN



Nickel District Conservation Authority

705-561-9630

RENTAL AGREEMENT

Rentals@ConservationSudbury.ca

Craft	\$ Per Hour	\$ Per Day	Total \$	Notes
Kayak 1	12	40		
Kayak 2	12	40		
Kayak 3	12	40		
Kayak 4	12	40		
Canoe 1	15	50		
Canoe 1	15	50		
Canoe 3	15	50		
Canoe 4	15	50		
Sit On Kayak 1	12	40		
Sit On Kayak 2	12	40		
Tandem Kayak	15	50		
CRA Reg. No. 107774184RT	HST included	TOTAL		

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 Square

I HAVE READ THE RELEASE OF LIABILITY & WAIVER AGREEMENT ON THE BACK OF THIS FORM. I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT. FURTHER, I AGREE TO ABIDE BY THE ZERO TOLERANCE POLICY ITEMS LISTED BELOW.

RENTAL AGREEMENT I accept the equipment in its present condition and I accept full responsibility for the care of the equipment I am renting. I agree to pay for any damage to the equipment and to replace the equipment at full retail value if damaged, lost or stolen.

PRINTED NAME	Signature	DATE
mobile phone	Mailing Address with Postal Code	

Safety Checklist	Initial Below
SAFETY KIT: I confirm that a safety kit containing a whistle, 15 m buoyant rope and 1 Litre bailer was provided with each craft rented.	
PADDLE and PFD: I confirm that paddles and and PFDs were supplied in good condition and for each paddler / passenger as required.	
WEATHER CONDITIONS: I confirm that I have been made aware that the weather conditions are suitable for paddling and that sudden weather changes may happen during the rental period.	
ZERO TOLERANCE: I confirm my understanding that the Nickel District Conservation Authority operates the rental program on its private property and that all participants are subject to the following: NO USE OF ALCOHOL OR OTHER INTOXICANTS, NO SMOKING OF ANY SUBSTANCE, NO FIRES, NO SWIMMING, NO OFF-LEASH PETS, NO FOUL OR ABUSIVE LANGUAGE, NO AUDIO SPEAKERS, NO MOTORS, NO RADIO-CONTROLLED DEVICES/DRONES	