YOUR SAFETY IS OUR PRIMARY CONCERN. WE ENFORCE THE FOLLOWING POLICIES:

- Each paddler must sign the Victoria Kayak Tours & Rentals Ltd. Release Agreement
- There is a two hour minimum on all rentals
- A credit card deposit and photo I.D. is required with each rental
- Absolutely no drugs or alcohol are permitted prior to or during the tour or rental
- Anyone under 14 years of age must ride in a double kayak with an adult
- Anyone under 16 years of age must be accompanied by an adult
- Anyone under 19 years of age must have a parent or legal guardian sign the Victoria Kayak Tours & Rentals Ltd. Release Agreement
- Personal Flotation Device (PFD’s or life jackets) must be worn at all times while on the water
- Our hours of operation are subject to change without notice due to inclement weather or other safety hazards that may arise

RENTAL AGREEMENT - I accept the kayak in its present condition and accept full responsibility for the care of the equipment I am renting. I agree to pay for any damages to the equipment, and to replace the equipment at full value if it is lost or stolen.

RENTER’S VISA / MC # ___________________________ EXP DATE __________________

Search and Rescue will be alerted 30 minutes after “In Time” unless you contact Victoria Kayak to extend your rental. Please keep us advised if your plans change while out on the water. We are happy to extend your rental if possible.
TO: VICTORIA KAYAK TOURS & RENTALS LTD., and its directors, officers, shareholders, employees, guides, instructors, agents, representatives, contractors, subcontractors, successors and assigns (hereinafter collectively referred to as “THE RELEASEES”).

DEFINITION - In this Release Agreement Kayaking, Canoeing and Standup Paddle Boarding (hereinafter “the Activities”) shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, and shall include, but are not limited to: rental of kayaks, canoes and standup paddle boards (hereinafter “the boats”) and other equipment, swimming, hiking, camping, orientation and instructional courses and sessions, clinics, programs, multi-day trips, guided activities, tours, transportation or travel to and from locations used for the Activities, transportation or travel by motorized boat, loading and unloading of the boats.

ACKNOWLEDGEMENT – SAFETY
I acknowledge that I have been advised to wear a personal flotation device (lifejacket) at all times while in the canoe or kayak.

ASSUMPTION OF RISKS - I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the put in, slip and falls while getting into or out of the boats, overturning of the boats, falling from the boats, loss of balance, equipment failure, hypothermia, drowning, crustaceans, hypodermic needles, variation in the water conditions, surfaces and currents, including high waves and tides, changing and inclement weather conditions including storms, high wind, and lightning, impact with or entrapment by rocks, trees, logs, deadfall, other boats or boating equipment, motorized vehicles including aircraft, accidents that occur while hiking and camping including steep slopes in their natural state that may contain many obstacles and hazards, and terrain that may not have been traveled on or climbed before and is not regularly patrolled or inspected, 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, encounters with domestic or wild animals, negligence on the part of other participants, and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
In consideration of the RELEASEES agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. 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, 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE,

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities,

3. This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the Activities take place and no other jurisdiction, and

5. Any litigation involving the parties to this Release Agreement shall be brought in the Courts of the Province of British Columbia and shall be in the exclusive jurisdiction of those Courts.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

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<th>Participant Name</th>
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