



Rental Agreement

In consideration of the rental to _____ herein after referred to as the "renter" in this following agreement.

Personal Information:

Name(renter): _____ Phone # _____ E-mail: _____

Address: _____ City: _____ Province: _____

Postal Code: _____ Driver's License # _____

By filling out the following, I authorize Okanagan Water Sports for the rental and all costs incurred.

Credit Card # _____ exp _____ security code _____

Name on card _____

The Renter agrees to present an open credit card invoice and expressly authorizes the Operator to use the invoice as a security deposit to satisfy any outstanding rental, cleaning, missing equipment, or damage costs. The renter also agrees to each page of this agreement

Equipment rented:

The Renter hereby agrees to the following rental costs, and security deposit. The security deposit will be returned only if the renter returns the equipment on the due date, cleaned ready to be used again and without any damage.

Time out: _____ Time/Date due back: _____ Time back: _____

Model# Description

Duration of rental

Cost

		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
PLUS-	Taxes	\$
	<i>Sub total</i>	\$
PLUS-	Fuel	\$
GST# 802875625	Grand Total	\$

- ☐ PFD
☐ Safety-kit
☐ Paddles
☐ Fenders
☐ Ropes
☐ Watch

:

Paid by (Staff Initial): CASH _____ DEBIT _____ VISA _____ M/C _____

*This total subject to change for applicable fuel costs and other charges. * Each rental comes with safety equipment that must be returned in the same condition that it was when received, this includes PFD's and safety kits.

Date: _____ Renters Signature _____

**Okanagan Water Sports
@ West Kelowna Marine
250-979-8789**

Damages/Loss:

I agree to pay the full retail value of the items rented if the equipment is lost or stolen, or in the case of damage the total cost of the repair/s. I also agree to pay for the cleaning of the equipment should cleaning be required.

I fully accept responsibility for the care of the equipment listed on this rental agreement. I hereby certify that the user/renter of this equipment will abide by the rules and regulations and agrees to follow the Transport Canada Safety Checklist.

I understand that watersports activities can be hazardous activities. I also understand that watersports have inherent risks of injury to any part of the user's body that reasonable care, caution, instruction and expertise can not eliminate. I hereby freely, voluntarily, and expressly to assume and accept all risks of injury to any parts of the users and my party, when using the rented equipment. The term watersports refer to Boating, kayaking, paddle boarding, tubing, and all other towed water sports.

I hereby forever release and discharge Okanagan Water Sports, West Kelowna Marine, from all responsibility or legal liability for any injuries or damages to any user of any equipment rented from Okanagan water Sports, whether such injuries including death are caused by negligence of Okanagan water Sports.

I acknowledge that Okanagan Water Sports itself does not provide any warranties express or implied and that this equipment is accepted "as is".

I have carefully read this agreement and am aware that this is a legally binding contract, which provides a comprehensive release of liability. However, it is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of parties vary from province to province. I have also read the other sections of this form package and will be responsible for obtaining all the information referred to in that section and providing it to the use of this equipment.

I understand how Watersport equipment works and have been fully instructed in its proper use. Any questions I have had about this equipment have been satisfactorily answered. I agree to check the equipment before each use and that I will not use this equipment if any parts are worn, damaged, or missing. I will notify Okanagan Water Sports of any parts that are worn, missing, or in any way noted to be defective.

Users Signature_____Date_____

Parent/Guardian signature if user is a minor_____

Users printed name_____

Okanagan Water Sports

Release and Indemnity Agreement

THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES

PLEASE READ CAREFULLY BEFORE SIGNING

Renters must sign this liability agreement before any of the company's equipment or personal watercraft are operated.

TO: **Okanagan Water Sports, it's employees, agents, and representatives (the "Operator")**

In consideration of the Operator renting the equipment described herein the undersigned renter (the "Renter") covenants and agrees with the Operator as follows:

- _____ (a) **that the Operator is not responsible for any loss or damage** suffered to any person or chattel while any person is operating or using the Operator's equipment, for any reason whatsoever including negligence on the part of the Operator,
- _____ (b) **to assume and accept all risks**, dangers, and hazards in connection with any person using or operating the Operator's equipment;
- _____ (c) **to hold harmless and indemnify the Operator** from any claims for any loss, damage, injury, or expense that the Renter or any other person or the families of them may suffer or incur as a result of the renter or other person using the Operator's equipment or a breach by the Renter or by anyone else using the Operator's equipment of the rules and regulations set by the Operator;
- _____ (d) **to release the Operator from any claims** for loss, damage, injury or expense that the Renter or other person or the families of them may suffer or incur as a result of the renter or other person using the Operator's equipment due to any cause whatsoever including negligence on the part of the Operator,
- _____ (e) **that this Release and Indemnity Agreement** shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of the death or incapacity of the Renter;
- _____ (f) **to pay all costs** for harm occasioned to the Operator's equipment when the Renter or anyone else is using the equipment;
- _____ (g) **to hold harmless and indemnify the Operator** against all costs, charges, claims demand, actions, suits, expenses, and damage which the Operator may be exposed to as a result of injury or damage to any person or property arising out of the Renter or anyone else using the Operator's equipment;
- _____ (h) the Renter accepts and rents the equipment on an "as is" basis and acknowledges receipt of all the equipment in good working condition and repair and declares that the renter fully understands its proper operation and use. The Renter agrees to return the equipment to the Operator's place of business upon the date and time due in as good condition as when received. The Renter further agrees to pay immediately all charges and costs incurred;
- _____ (i) acknowledges that the Operator has no control over the use of the equipment and agrees to, at the Renter's sole expense, comply with all Municipal, Provincial and Federal Laws, ordinances and regulations which may affect the equipment while it is in the Renter's possession and use.
- _____ (j) agrees and the Renter will not consume any alcoholic beverages, or narcotics before or while in possession of the Operator's equipment.

The Renter is aware that using the watercraft and water sport equipment involves many inherent risks, dangers and of hazards. The Renter freely accepts and fully assumes all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from such risks, dangers and hazards. The Operator does not guarantee the safety of operation and assumes no responsibility for safety of Renters or property of Renters.

The Renter acknowledges that this agreement makes the Renter fully responsible for the equipment and activities in connection with the equipment from the moment the Renter or any person authorized by the Renter is permitted to use or operate them. The Renter further acknowledges that the renter is responsible for the activities of all the users once the control has passed to the Renter or any person authorized by the Renter and whether the equipment is subsequently used by a person not authorized by the Renter.

Dated at West Kelowna, British Columbia, this _____ day of _____ 20____.

Signed _____ printed name _____

Witnessed _____

Rules and Regulations for Boat Rental:

Initial each line after you have read and agreed to the following.

*******FAILURE TO FOLLOW THESE RULES WILL RESULT IN A PENALTY*******

- _____ STAY 150 METERS/500 FEET CLEAR OF SHORE AT ALL TIMES
- _____ No –wake zone within 25M/75Ft of any marina
- _____ DO NOT DRIVE THE BOAT UP ON SHORE FOR ANY REASON
- _____ Stay clear of all swimming areas (150m from the shore)
- _____ NO SMOKING or consuming alcohol on the Watercraft
- _____ No operating the watercraft while intoxicated
- _____ Only those that are 16 years old or older with Pleasure Operators cards may drive the vessel.
- _____ No tubing or towed water Sports before sunrise or after sunset
- _____ Boat must be in a clean reusable manner, if excessive cleaning (E.g. Big carpet stains, excessive food rests) is required upon return you will be charged a minimum of \$20.
- _____ Boat must be returned on time. If not returned you will be charged by the hour for each hour after. Minimum one-hour charge. (Even if you are not a full hour late. min. 10 minutes late.)

Fuel charges and rates

Fuel charges will be calculated based on consumption. Fuel consumption will be determined upon refueling of the boat/seadoo after the rental.

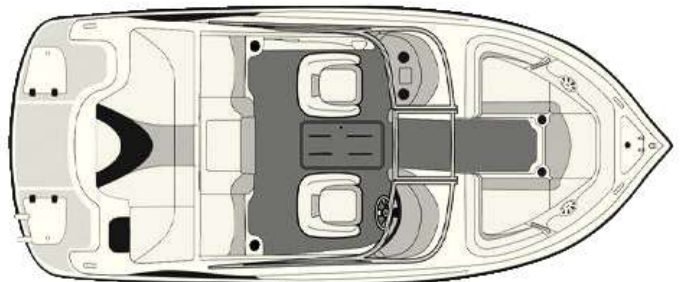
By initialling the box below, I “the renter” have fully agreed to the fuel charging terms and understand how fuel consumption is calculated.

Customer initial _____

Damage check

I hereby acknowledge a Damage/Propeller inspection was completed (customer initial) _____

Signature of Okanagan Water Sports staff on safe return: _____.



Individuals renting a pleasure craft fitted with a motor will be required to complete a Rental Boat Safety Check List.

Unless:

1. They have a Canadian Pleasure Craft Operator Card, or

2. They have written proof of having successfully completed a boating safety course prior to April 1, 1999, or nautical certification, or in the case of non-residents proof of competency from their own country.

⇒ Those required to complete a rental boat safety check list, must carry on board the co-signed (customer and renter) section of the Rental Boat Safety Check List as proof of competency for the duration of the rental.

PLEASE INITIAL EACH BOX ON THE FORM AS THE SUBJECT IS COVERED BY THE RENTAL OPERATOR / OUTFITTER.

BOATING SAFETY RULES

- ☐ 1. I, the pleasure craft operator, confirm that 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 persons operating a pleasure craft without the appropriate number and sizes of approved Personal Floatation Devices or Life Jackets, may be subject to ticketing and a fine.
- ☐ 2. I, the pleasure craft operator, am aware that it is illegal to operate a pleasure craft, or to permit others to do so, when under the influence of alcohol, narcotics, or barbiturates.
- ☐ 3. I, the pleasure craft operator, will only allow people who have completed and signed a Rental Boat Safety Check List, valid for the duration of this rental or have other proof of competency, to operate this pleasure craft. I am aware that persons operating a pleasure craft without proof of competency/age, may be subject to ticketing and a fine.
- ☐ 4. I, the pleasure craft operator, have been shown how to use, and know the location of safety equipment required under the Small Vessel Regulations. I am aware that persons operating a pleasure craft without the required safety equipment, may be subject to ticketing and a fine.
- ☐ 5. I, the pleasure craft operator, understand that pleasure craft fitted with motors must keep clear of non-powered pleasure craft. I also understand that I am responsible for my own wake and wash and the effects that it can have on other pleasure craft, property, wildlife and the environment.
- ☐ 6. I, the pleasure craft operator, when involved in an accident must stop, offer assistance and give my identity.

OPERATION OF THE BOAT

- ☐ 7. I, the pleasure craft operator, am aware of how to responsibly operate a pleasure craft and to share waterways in a courteous and respectful manner with others involved in all water-related activities.
- ☐ 8. I, the pleasure craft operator, confirm that the maximum load capacity and number of persons in the pleasure craft will not exceed the amount stated on the capacity plate. If a capacity plate is not fitted, the load capacity and number of persons in the pleasure craft shall not exceed the manufacturer's recommendation. I am aware of the proper way to distribute weight in the pleasure craft for a safe and comfortable ride and I will always keep my passengers in the safest positions - always seated while underway.
- ☐ 9. I, the pleasure craft operator, have been shown the proper procedure for starting and shutting off the engine and will make sure no person is in the water within the vicinity of the pleasure craft before starting and while running the motor.
- ☐ 10. I, the pleasure craft operator, have been shown and understand the operation of the throttle and gear-shift lever.

- ☐ 11. I, the pleasure craft operator, know where and how to operate the ignition cut-off (kill) switch. While operating a Personal Watercraft, I will stay tethered to it at all times.
- ☐ 12. I, the pleasure craft operator, am aware of how to depart and approach the dock in a safe and proper manner.
- ☐ 13. I, the pleasure craft operator, am aware of how to respond to grounding, capsizing, and reboarding.

LOCAL HAZARDS AND CONDITIONS

- ☐ 14. I, the pleasure craft operator, am aware of the local navigational aids and their meaning, as well as local hazards and local regulations.
- ☐ 15. I, the pleasure craft operator, shall always maintain a proper lookout for other boats, navigational hazards and changes in weather conditions – changes in weather can occur quickly creating conditions dangerous to recreational boats.

Boat/Motor Type and Description: _____

Duration of Rental: _____

Maximum Number Persons Permitted in Boat: _____

Customer Name (print): _____

Customer Signature: _____ Init.:__ Date: _____

Representative of Rental Agency's Signature: _____ Init.:__ Date: _____