



Rental Agreement

Middleton Canoe/Kayak Program

131 Commercial Street, Middleton NS, B0S 1P0 TEL: (902) 825-8143

Participant Name(s): _____

Address: _____

City: _____ Province: _____ Country: _____

Telephone: _____ Health Card ID#: _____

Equipment Colour, Description: _____

Start Time: _____ Anticipated Return Time: _____

Emergency Contact Name: _____ Emergency Number: _____

Rental Terms and Conditions

The Customer renting the listed equipment hereby undertakes and agrees as follows:

- 1) I recognize that multi-sport touring has some inherent dangers that could cause me bodily injury including death . I voluntarily accept these risks, and all others arising from this tour.
- 2) I understand that THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME, including my physical and emotional preparation and fitness to participate in this activity.
- 3) I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I also understand that the Town of Middleton has the right to refuse me use of the equipment based on safety. This includes but is not limited to: Suspected drug or alcohol consumption, inclement weather conditions, unsafe river conditions, physical fitness not suitable for activity.
- 4) I agree to use and preserve the equipment in a careful and proper manner and shall return it in the same condition that it was received in, reasonable wear and tear excepted.
- 5) I confirm that I have fully inspected the equipment to be rented hereunder and acknowledge the equipment is in good condition and repair, and is suitable for the intended purpose.
- 6) I understand that the Town of Middleton makes no representations of warranties with respect to the reliability or durability of the equipment beyond normal and reasonable use.
- 7) I acknowledge and agree that the Town of Middleton is not liable for any loss, damage, injury or expense of any kind associated with my use of the equipment, whether suffered or incurred by my self or any third party, and I hereby specifically agree to both render and save harmless the Town of Middleton from all such expenses and claims and to make no claims or demands of any nature or kind against the Town of Middleton in this regard.
- 8) I agree to pay the Town of Middleton for any loss or damage to the equipment associated with my use of the equipment, including the cost of replacement if necessary.
- 9) I hereby confirm that I am over 18 years of age
- 10) I acknowledge and confirm that by signing where indicated on the following page, I have read over the terms and conditions associated with this rental agreement prior to my participation in this activity.
- 11) **NOTE – BY SIGNING THIS WAIVER YOU VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH EXPOSURE TO COVID-19 AND DO NOT HOLD THE TOWN OF MIDDLETON, ITS STAFF AND ITS ELECTED OFFICIALS, RESPONSIBLE.**

Participant Check List

** It is legally mandatory for the items listed below to be with you at all times on the water, it is the sole responsibility of the participant to ensure that each item is obtained and checked off the list before use.

Lifejacket (PFD)

Bail bucket

Rope

Whistle

Paddle

Replacement Costs for lost/damaged equipment

Paluski Canoe - \$1,075.00/unit + HST

Paluski Spirit Kayak - \$ 799.00/Unit +HST

Canoe Paddle - \$30.00/Unit +HST

Kayak Paddle - \$60.00/Unit +HST

Water Safety Kit - \$20.00/Unit +HST

PFD multipurpose - \$69.00/Unit +HST

**I acknowledge and confirm that by signing where indicated below, that I have read over the terms and conditions associated with this rental agreement prior to my participation in this activity, and agree with the terms and conditions set out by the Town of Middleton.

** By signing below I understand that the entry and exit point on the river is a natural embankment and extra caution must be taken to ensure safety.

Participant Signature: _____

Parent/guardian Signature (If participant is under 18): _____

Date: _____

Recreation Staff Signature: _____

Date: _____

Equipment Return

Participant Signature: _____

Date: _____

Recreation Staff Signature: _____

Date: _____