

ENDERBY SUP PADDLE BOARD RENTAL AGREEMENT,

(hereinafter referred to as the "Agreement")

**BY ACKNOWLEDGING THIS DOCUMENT YOU AGREE TO ALL TERMS & CONDITIONS WITHIN
THIS AGREEMENT**

PLEASE READ CAREFULLY!

Rental Equipment Agreement, Waiver and Release of Liability Paddleboards and Related Watersports Equipment

Standup Paddle Board ("SUP") and Equipment Rental Agreement between Enderby SUP (the "Company"), Enderby, British Columbia and the undersigned, herein called, "Renter." This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify the Company and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of SUP Equipment (the 'Equipment'), premises or facilities or Renter's participation in paddle sport activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that I may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of the Company. Please read each item and by checking the box on our website that you have read the terms and conditions, you acknowledge and accept all of them.

1. **RENTER SHALL OBEY** all provincial, federal and local small vessel regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting Equipment from the Company. The Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using equipment from the Company.
2. **RENTER REPRESENTS** that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe usage. Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Company the full cost of repair or replacement with the credit card on file.
3. **RENTER SHALL RETURN EQUIPMENT** in the condition in which it was received. Minimum charges for repairs, labour and cleaning will be applied in the event Equipment requires repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.
4. **DEPOSIT:** To rent the equipment, we require a security deposit of \$250 for damages or loss on all Equipment rented, in the form of a signed credit card authorization plus the driver's license or other government-issued photo ID of the Customer. Any deposit given by the Customer shall be applied to and guarantee the faithful performance of all the provisions of this Agreement and all repairs necessary to said Equipment. If any action is brought to enforce any of the terms of conditions of this Agreement, or to recover any sums due to hereunder, Customer agrees to pay all attorney's fees, court costs, or other expenses of the Company.
5. **LATE RETURN FEE:** An additional 2 hour's rental fee will be charged for each hour a customer keeps equipment after the return date and time specified. All equipment must be returned directly to the Company.

6. **TERMINATION OF AGREEMENT:** Customer agrees that the Company has the right to terminate this agreement at any time and to re-take possession of Equipment, and for said purpose Company may enter upon the premises of the Customer without becoming liable for trespass.
7. **RENTER ACKNOWLEDGES** that Paddleboarding activities come with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFD's (Life Jackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD's WHILE USING SUP EQUIPMENT.** Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Paddle boarding a safe activity. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to the Company, including owners, agents, officers and employees, have made any representations regarding the safety of, or the risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**
8. **RELEASE OF LIABILITY:** Renter hereby **RELEASES** the Company its owners agents, officers and its employees from liability for negligence and **HOLDS HARMLESS** the Company, its owner, agents, officers and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of the Equipment.
9. **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT** between the Company and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by the Company to Renter, except as contained herein, and the Company shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not the Company's agent while using said Equipment. The laws of the Province of British Columbia shall govern this agreement.
10. **REQUIRED EQUIPMENT AND REFUSAL TO LEND TO OTHERS** I have been provided with, and advised to wear at all times, an approved PFD (personal floatation device) and whistle. I acknowledge that the use of SUP's requires familiarity and training with the equipment. I agree to not permit any person who has not signed a Rental Equipment Agreement with the Company to use any equipment provided by the Company including but not limited to SUPs. All rental Equipment will be used solely at the drop off locations available on the booking website or a location agreed upon in writing by both parties.

Floating on the Shuswap River is at your own risk & discretion!

- Only use designated access points, stay off private property
- Parking is limited with tow away zones
- Check float times & weather conditions
- Know your exit point & arrange a ride (there is no taxi/shuttle)
- Conservation Officers are on the water
- Lifejackets are mandatory on inflatables
- This is not a channel/canal and has many environmental hazards
- The Shuswap River does not 'open' or 'close'
- Gates at Tuey Park/Waterwheel close at 9:00 PM
- Do not attempt to float to Grindrod

PACK OUT WHAT YOU PACK IN!

NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN FORFEIT OF RENTAL WITHOUT REFUND AND/OR CHARGES FOR LOSS OR DAMAGE. I have read and understand the above. I agree to the terms and conditions as stated.