

NIAGARA KAYAK RENTALS INC.

First Name _____ Last Name: _____

Address: _____ Email Address: _____

City: _____ Prov/State: _____

Postal/Zip Code _____ Country: _____

Tel. No.: _____ Date of Birth: _____

WAIVER AND LIABILITY EXCLUSION AGREEMENT

Please read this document carefully as it affects your future legal rights and after reading provide your signature and initials where indicated.

ACKNOWLEDGMENT

___ I understand that kayaking is an inherently dangerous activity that can involve, but is not limited to, exposure to fast moving water, deep water, rocks, other vessels, swimmers, and wildlife.

___ I attest that I am an able swimmer.

___ I agree to wear an approved personal floatation device at all times.

___ I agree not to consume alcohol or any other dangerous drug prior to commencing kayaking.

___ I attest that I am physically fit and have no medical condition that would prevent me from safely participating in kayaking and its related activities.

___ I consent to the use of my image in photographs, motion pictures, web sites or other recordings for use in advertising, marketing and promotion.

___ I agree that Niagara Kayak Rentals Inc. is not responsible for any item of property that is lost, damaged or stolen.

RELEASE

In consideration of Niagara Kayak Rentals Inc. and its affiliated advertisers and sponsors permitting me use of their kayak and related equipment, I the undersigned, for myself and my heirs, executors, administrators and assigns, hereby release Niagara Kayak Rentals Inc., its directors, officers, agents and employees and its affiliated advertisers and sponsors, from all claims, demands, damages, actions and causes of action for or by reason of my death or injury to my person or damage to my property that I may sustain or incur while participating in kayaking, even if such death, injury or damage results in whole or in part from the negligence of Niagara Kayak Rentals Inc., its directors, officers, agents or employees. I also agree not to make claim or take any proceedings against any person who might claim contribution or indemnity against Niagara Kayak Rentals or its affiliated advertisers and sponsors or their respective directors, officers, agents and employees. I declare that I am in proper physical condition to participate in kayaking and aware that participation in kayaking involves risk of, and could, in some circumstances, result in injury, damage or death.

Date: _____

Signature: _____

(If under the age of 18, this document MUST be signed by parent or guardian.)

Signature of parent or guardian: _____

INDEMNITY

In consideration of Niagara Kayak Rentals Inc. and its affiliated advertisers and sponsors permitting me use of their kayak and related equipment, I, the undersigned, agree to indemnify and save harmless Niagara Kayak Rentals Inc., its directors, officers, agents and employees and its affiliated advertisers and sponsors from and against all losses, costs and expenses, including legal expenses, that they or any of them may pay, sustain or incur for or by reason of my death or injury to my person or damage to my property that I may sustain while kayaking.

Date: _____

Signature: _____

(If under the age of 18, this document MUST be signed by parent or guardian.)

Signature of parent or guardian: _____