

ROCKY POINT KAYAK LTD.

Date: _____, 20____ Destination: _____

Out Time: _____ In Time: _____ Emergency Contact & Phone: _____

1	Name	Last	First	Initial	Age
	Address	Street		City	
		Country	Postal/Zip Code	Telephone	Email
<input type="checkbox"/> Yes, email me with upcoming events and specials					

2	Name	Last	First	Initial	Age
	Address	Street		City	
		Country	Postal/Zip Code	Telephone	Email
<input type="checkbox"/> Yes, email me with upcoming events and specials					

3	Name	Last	First	Initial	Age
	Address	Street		City	
		Country	Postal/Zip Code	Telephone	Email
<input type="checkbox"/> Yes, email me with upcoming events and specials					

4	Name	Last	First	Initial	Age
	Address	Street		City	
		Country	Postal/Zip Code	Telephone	Email
<input type="checkbox"/> Yes, email me with upcoming events and specials					

TO ENSURE YOUR SAFETY, WE ENFORCE THE FOLLOWING POLICIES:

- There is a two hour minimum on all rentals
- Each paddler must sign a waiver and provide RPK with a valid drivers license
- RPK requires a credit card deposit and/or photo I.D. with each rental
- If you plan to paddle alone you must provide proof that you are capable of performing a solo paddle float rescue
- Anyone under the age of 16 years must be accompanied by an adult or one of our instructors
- Any person between the ages of 16 to 18 years must have their parent sign the RPK waiver agreement, and provide a credit card swipe prior to renting
- Life jackets or PFD's (personal flotation device) must be worn at all times while on the water
- Maximum three people per canoe
- Maximum one person per seat in kayaks
- An animal counts as one person
- Our hours of operation are subject to change without notice due to inclement weather or other safety hazards that may arise
- For safety, people intending an overnight trip must provide RPK with a float plan prior to departure which includes proposed route, destination, trip duration, and estimated time of return. Should you not return within a reasonable time of your estimation the proper emergency units will be dispatched and you will be responsible for any and all costs incurred in this operation.
- RPK accepts Visa, Mastercard, Debit Card and Cash transactions only.

RENTALS RESERVATION CANCELLATION POLICY

- 48 hours notice is required to cancel a group, tour or lesson reservation. If proper notice is not given then a credit will be issued. For cancellations within the allowed time a full refund will be given.
- 24 hours notice is required for all rental reservations.
- There is a \$15 cancellation penalty per boat per day for less than 24 hours notice
- This policy is flexible if we are not completely booked. However, if we are turning away customer's to hold boats that you decide to cancel within the 24 hour period; you will be charged the cancellation fee.

ROCKY POINT KAYAK LTD.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

TO: ROCKY POINT KAYAK LTD., Her Majesty the Queen in the Right of the Province of British Columbia and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "the Releasees")

DEFINITION

In this Release Agreement Canoeing and Kayaking (hereinafter "the Activities") shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: whitewater, still water and ocean canoeing and kayaking; rental of canoes and kayaks (hereinafter "the boats") and other equipment; orientational and instructional courses, seminars and sessions; and all travel, transport and accommodation.

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; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; negligence on the part of other participants; and NEGLIGENCE ON THE PART 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

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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 for 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 solely within the province where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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

Name (print clearly)	Signature of Participant or Parent or Guardian if under 19 years	Current Date (mm/dd/yr)	Witness
1. _____	_____	____/____/____	_____
2. _____	_____	____/____/____	_____
3. _____	_____	____/____/____	_____
4. _____	_____	____/____/____	_____