



# RELEASE OF LIABILITY, WAIVER OF CLAIMS – ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE VEILLEUX CAMPING & MARINA—705 362-5379—20 Chemin Desgroseilliers Rd, Hearst ON P0L1N0  
welcome@veilleuxcampingmarina.ca**

**TO: VEILLEUX CAMPING & MARINA** and its directors, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (**hereinafter collectively referred to as the “Releasees”**)

**Rental Period Date:** \_\_\_\_\_

Names of Rental Customer: \_\_\_\_\_

Address:

\_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Boat: \_\_\_\_\_ Cost: \_\_\_\_\_ + HST

REFUNDABLE damage deposit \$2500 (pontoon) or 500\$ (aluminum boat) due day before or on day of pick up.

Pick up time: \_\_\_\_\_ Return time: \_\_\_\_\_

Late return charged \$50 per ½ hr. late, rounded to the latest ½ hour

PROP NOT DAMAGED ON PICK UP: \_\_\_\_\_ PROP ON RETURN OK \_\_\_\_\_

NOTES REGARDING BOAT CONDITION:

### Rental Conditions

1. The Rental Customer is over 25 years of age and has reviewed, acknowledged and signed the **Rules & Regulations for renting a watercraft at Veilleux Camping & Marina.**
2. The Rental Customer listed will be the only operator of the Equipment, unless an additional person is listed below.
3. The Rental Customer assumes responsibility for damage to the Equipment and accepts to pay for any damage to the Equipment and replace at full retail value the damages.
4. Boat must be checked out before leaving and on return by management and Rental Customer.
5. The Rental Customer acknowledges that he/she is familiar with the proper use of the Equipment and has asked all necessary questions and received answers thereto necessary to the safe and necessary operation of the Equipment.
6. Limit of person on boats: Pontoon = 8, aluminum boat = 4 (including operator)
7. Full details of the rental conditions are stated in the **Rules & Regulations for renting a watercraft at Veilleux Camping & Marina.**



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**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

1. To WAIVE ANY AND ALL CLAIMS that I have or may have in the future against THE RELEASEES and the manufacturer and distributor of the Equipment and their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as “the Releasees”) and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of or arising out of any aspect of my use of the Equipment, 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 PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS INCLUDING ANY WARRANTY ON THE PART OF THE RELEASEES in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provisions or failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party resulting from the use of the Equipment.
3. This 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 agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
5. Any litigation involving the parties to this agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

Rental Customer Name: \_\_\_\_\_

Rental Customer Signature: \_\_\_\_\_

Additional Operator Name: \_\_\_\_\_

Signature of Additional Operator: \_\_\_\_\_

Additional Operator Name: \_\_\_\_\_

Signature of Additional Operator: \_\_\_\_\_

Date: \_\_\_\_\_ Witness: \_\_\_\_\_