



The Bay of Quinte Yacht Club

Belleville Inc.

Founded 1876

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The Bay of Quinte Yacht Club is pleased you are participating in our kayak and stand up paddle board program at 86 South Front Street. This waiver is valid for the calendar year in which it is signed.

I, _____, ('the Lessee') by signing this waiver fully and completely, release, discharge, indemnify and hold harmless the Bay of Quinte Yacht Club, club directors, officers, members, volunteers and employees against any and all actions, causes of actions, claims, demand, liabilities, losses, damages, costs or expenses of whatsoever kind and nature, on account of any actual or alleged loss, including any injury to or death of any persons (including me or my minor children), any loss of, through theft or otherwise, or damage to, property arising in any way in connection with my participation in any activity related to the Bay of Quinte Yacht Club Kayak and Stand Up Paddle Board including the use of equipment, devices, or boats furnished to or used by the Lessee, or other persons in connection with the Bay of Quinte Yacht Club (whether such loss, injury or damage should result as a result of negligence or otherwise).

1. **(Initial here: _____)** I am an adult at least 18 years of age. I am a competent swimmer. I have no medical or physical conditions which could interfere with my safety in this activity. I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by renting any equipment from the Bay of Quinte Yacht Club.
2. **(Initial here: _____)** By initialing here, I hereby acknowledge that a personal flotation device has been offered to me. I understand that Stand up Paddle Boarding and kayaking should be undertaken after proper instruction and training and that the **Bay of Quinte Yacht Club** is not providing such training in connection with the use of equipment. I assume full responsibility for deciding where, when, and with whom to paddle/kayak. I also acknowledge and agree that the equipment provided by the **Bay of Quinte Yacht Club** is for the sole and exclusive use of the undersigned and may not be used by any other person. The equipment is only for use in the waterways of the Bay of Quinte.
3. **(Initial here: _____)** In consideration of being permitted to rent equipment, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in stand up paddle boarding and kayaking. I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, other watercraft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Heat- or sun-related injuries or illnesses including sunburn, sunstroke or dehydration; 7) Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident. I am aware that the Activity entails risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity.
4. **(Initial here: _____)** I acknowledge that I am financially responsible for any and all damages to private property, stand up paddle board, kayak, paddle, lifejacket and emergency kit incurred during my use. I understand that the Bay of Quinte Yacht Club member's account will be charged for the total cost of repairs or replacement of lost items. I also acknowledge that the Bay of Quinte Yacht Club is not responsible for any property left stored, lost or transported by lessee or any other person in, on or upon rented EQUIPMENT, or in or around Lessor's property, before, during or after use. Lessee agrees that it has inspected the KAYAK AND PADDLE BOARD EQUIPMENT for any defects or deficiencies. Acceptance or use of the EQUIPMENT by Lessee will be deemed to be an acknowledgment that the EQUIPMENT is in good operating condition. Lessee has notified Lessor as to any defects or deficiencies with respect to the condition of the EQUIPMENT or its accessories, and hereby acknowledges that the EQUIPMENT and its accessories were received in satisfactory condition.

I have read the above release and waiver of liability and fully understand its contents. By signing this document I swear that I am of 18 years of age or older and voluntarily agree to the terms and conditions stated above. I understand the club holds the right to refuse my participation or that of my minor children at the discretion of the organizers.

By (signature): _____

Date: _____

Printed Name of Participant: _____

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of minor being permitted by the Bay of Quinte Yacht Club to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the Bay of Quinte Yacht Club from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth on page 1 and above. Minors under the age of 12 must be accompanied by an adult when using the equipment. Minors 12 and over can not go out alone and must be accompanied by another person who is 12 years of age or older.

SIGNATURE OF PARENT(S) OR COURT-APPOINTED LEGAL GUARDIAN(S)

DATE

Printed names of Minors included in this document:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Member Guest of Member

Membership # _____

Member's Signature _____