



# Seymour Fun Rentals

1142 Seymour Arm Bay Rd., Seymour Arm, BC V0E 2V2  
**SUP, KAYAK, AND PWC RENTAL AGREEMENT AND RELEASE**

Customer Name \_\_\_\_\_ Date of Rental \_\_\_\_\_

<b>RENTER'S INFO</b>	Vessel Operator Name: _____		
	Address: _____		City: _____
	Prov: _____	Postal Code: _____	Email: _____
	Date of Birth: _____	Phone # _____	Driver's License # _____
	Emergency Contact Name/Number: _____ (someone not Personal Watercrafting with you today)		
	Have you ever operated PWC before? Yes <input type="checkbox"/> No <input type="checkbox"/>		

<b>RENTAL TERMS</b>	RENTAL RATES (Check One)		STAND UP PADDLEBOARDS (SUP) AND KAYAKS	
	PERSONAL WATERCRAFT (PWC)			
	<input type="checkbox"/> 4 hrs \$295.00	<input type="checkbox"/> 8 hrs \$395.00	<input type="checkbox"/> 1 hr \$25.00	<input type="checkbox"/> \$
	<input type="checkbox"/> 2 days \$695.00	<input type="checkbox"/> 3 days \$950.00	<input type="checkbox"/> 2 hrs \$40.00	<input type="checkbox"/> \$
	<input type="checkbox"/> 4 days \$1,175.00	<input type="checkbox"/> 5 days \$1,350.00	<input type="checkbox"/> 1/2 Day \$75.00	<input type="checkbox"/> \$
	<input type="checkbox"/> 6 days \$1,525.00	<input type="checkbox"/> 7 days \$1,650.00	<input type="checkbox"/> Full Day \$90.00	<input type="checkbox"/> \$
	TOTAL RENTAL FEE:	\$ _____	TOTAL RENTAL FEE:	\$ _____
	OTHER FEES:	\$ _____	OTHER FEES:	\$ _____
	TOTAL ESTIMATED CHARGE:	\$ _____	TOTAL ESTIMATED CHARGE:	\$ _____
	SECURITY DEPOSIT:	\$ <b>1,500.00</b>	SECURITY DEPOSIT:	\$ _____
	LATE FEES: \$75.00 fee, then prorated every 15 minutes thereafter:			
	Date of Pickup	_____	Date of Return	_____
	Time of Pickup	_____	Time of Return	_____

<b>PAYMENT</b>	(circle one) Payment Method: <b>Credit Card / Cash / Debit</b>		Hold Amount: \$ _____
	Name on Card: _____	Exp. Date: _____	CVV: _____
	Card Type: <b>Visa / MC / Amex</b>	Number: _____	



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<b>ACKNOWLEDGEMENTS</b>	EACH APPROVED OPERATOR IS AWARE OF AND AGREES THAT THERE ARE NO WARRANTIES RELATING TO THE PWC, SUP, OR KAYAK AND THAT IT IS BEING RENTED "AS IS."	EACH APPROVED OPERATOR IS AWARE OF AND AGREES TO THE WARNINGS, RISKS, AND RELEASE PRINTED WITHIN THIS FORM.	EACH APPROVED OPERATOR UNDERSTANDS AND AGREES TO THE INSURANCE PROVISIONS PRINTED WITHIN THIS FORM.
	ALL APPROVED OPERATORS INITIAL HERE <input type="text"/>	ALL APPROVED OPERATORS INITIAL HERE <input type="text"/>	ALL APPROVED OPERATORS INITIAL HERE <input type="text"/>

Signature of Renter/Approved Operator	Print Name	Age	Date
Signature of Other Approved Operator	Print Name	Age	Date
Signature of Seymour Fun Rentals Staff	Print Name		Date



# Seymour Fun Rentals

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## PWC, SUP, AND KAYAK RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS AGREEMENT INCLUDES THE PROVISIONS WITHIN THIS FORM AND ALL ATTACHMENTS. 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: SEYMOUR FUN RENTALS OPERATING UNDER 0835741 BC LTD. O/A DANIELS STORE AND MARINA**, 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 and Waiver of Liability and Indemnity Agreement (hereinafter referred to as the “Agreement”) Personal Watercrafting, Stand Up Paddleboarding, and Kayaking (hereinafter referred to as “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: still water and lake personal watercrafting, stand up paddleboarding, kayaking: rental of personal watercraft, stand up paddleboards, and kayaks (hereinafter referred to as “Watersport Rentals”) 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 while getting into our out of the Watersport Rentals, overturning the Watersport Rentals, loss of balance, impact, collision with or entrapment by sand, lake floor, beach, deadfall, boats, or equipment; hypothermia; changing and inclement weather conditions including storms, high winds, high waves, and lightening; encounters with domestic or wild animals; negligence on the part of other participants; and **negligence on the part of 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.

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:

- \_\_\_\_\_ **A. TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future have against the Releasees and to **INDEMNIFY, DEFEND, AND HOLD HARMLESS AND 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.**
- \_\_\_\_\_ **B. INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASE** 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.



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## Personal Watercraft Release and Waiver of Liability and Indemnity Agreement

- \_\_\_\_\_ C. This **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY 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.
- \_\_\_\_\_ D. This **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction, and
- \_\_\_\_\_ E. Any litigation involving the parties to this Release and the Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of this Province.
- \_\_\_\_\_ F. **ACKNOWLEDGEMENT OF RISKS.** Lessee acknowledges that some, but not all, of the risks of participating in the Activities include:
- 1) Changing water flow tides, currents, wave action, and ships' wakes.
  - 2) Collision with any of the following: other participants' watercraft, other watercraft, and manmade or natural objects.
  - 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather, and temperature.
  - 4) Lessee sense of balance, physical coordination, ability to operate equipment, swim, and/or follow directions.
  - 5) Collision, capsizing, sinking, or other hazard which results in wetness, injury exposure to the elements, hypothermia, and/or drowning.
  - 6) The presence of insects, wildlife, and marine life forms.
  - 7) Equipment failure or operator error.
  - 8) Heat or sun related injuries or illnesses, including sunburn, sunstroke, or dehydration.
  - 9) Fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of accident.
- \_\_\_\_\_ G. **EXPRESS ASSUMPTION OR RISK AND RESPONSIBILITY.** Lessee agrees to assume responsibility for all risks of the activity, whether identified above or not (EVEN THOSE RISKS OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). Lessee's participation in the activity is purely voluntary. Lessee assumes full responsibility for themselves and any of their minor children for whom they are responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result in any accident which may occur while Lessee participates in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW).
- \_\_\_\_\_ H. Lessee has carefully read the Agreement pertaining to the **ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY**. Those provisions are incorporated herein by reference as if set forth in full. LESSEE HEREBY REPRESENTS AND CERTIFIES THAT THEY HAS READ THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISIONS AND THAT THEY UNDERSTAND THAT BY SIGNING THIS DOCUMENT THEY ARE WAIVING VALUABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS THAT THEY MAY HAVE AGAINST THE RELEASEES AND ITS EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS of the company either individually or as a whole. Lessee enters into this Agreement for themselves and for any minor children for whom they are parent, legal guardian or otherwise responsible. In entering into this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, the Lessee is 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 and Waiver of Liability and Indemnity Agreement.



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## Personal Watercraft Release and Waiver of Liability and Indemnity Agreement

Lessee agrees and understands that:

- \_\_\_\_\_ 1. **RENTAL.** In consideration of the Agreement herein, the Releasees do lease to the Lessee a certain Watersport Rental and Lessee agrees to lease the Watersport Rental from the Releasees on the terms and conditions set forth in this agreement and to pay to the Releasees at the rate stated **There will be no refunds in the event of an early return.** Lessee has inspected and accepted the Watersport Rental in its present **"AS IS"** condition. Not later than the check-in time at the end of the rental term, Lessee will return the Watersport Rental to the Releasees at the rental location in good, clean, seaworthy, and undamaged condition. Lessee will return the Watersport Rental with the same stores and/or amount of fuel on board, or Lessee will pay the Releasees for any shortages at Daniels Store and Marina retail prices.
  
- \_\_\_\_\_ 2. **PAYMENT.** At the request of the Releasees, Lessee will pay the Rental Fee and Security Deposit described on the first page of this Agreement, and any other charges under this Agreement. If Lessee does not return the PWC on time, and the Releasee's request, Lessee will pay the Releasee's late fees as agreed upon on the front of this form.
  - a) **CREDIT CARD:** If Lessee is charging any payment under this Agreement to Lessee's credit card, the Releasees may charge Lessee's credit card for any other amounts that are owed by Lessee under this agreement.
  - b) **SECURITY DEPOSIT:** Lessee agrees to provide the Releasees with a deposit in the amount of One Thousand and Five Hundred Dollars (\$1,500.00) and/or a credit card and driver's license to be held for the duration of the ride which deposit shall serve as security for and may be applied against any damage or charges that may be due the Releasees as provided herein. the Releasee's application of any portion of this damage deposit towards damages or charges shall not be the Releasee's exclusive remedy for damages, charges or other monies that may be due to the Releasees under this Agreement. the Releasees will return the remaining amount of the Security Deposit, without interest, to the Lessee after any amounts necessary to pay the obligations under this Agreement are deducted. The Security Deposit does not excuse any Approved Operator from any obligation under this Agreement.
  - c) **CLEANING AND RESCUE CHARGE:** A cleaning charge of \$100 applies to any PWC not returned in a clean and orderly condition. A \$100 per hour rescue fee plus fuel expense applies if the Releasees, its owners, employees or assignees must come and get Lessee.
  - d) **LATE FEES:** ALL rentals MUST be back by reservation designated end time. Approved Operators are automatically charged a \$75.00 late fee after 15 minutes of the rental due time, plus a prorated rental charge.
  
- \_\_\_\_\_ 3. **REGULATIONS.**
  - a) Lessee understands that that they must be at least eighteen years of age to operate a PWC. Except for the Approved Operators (as shown on the first page of this Agreement), no other person may operate the PWC.
  - b) The Releasees requires that Lessee be a licensed vehicular driver to operate a PWC.
  - c) Lessee understands that approved personal flotation devices which are properly fitted and fastened must be **worn at all times** aboard the Watersport Rental.
  - d) No one shall smoke while on board the Watersport Rental.
  - e) No person shall operate a Watersport Rental on the waters after sunset or before sunrise.
  - f) No person shall operate a Watersport Rental on the waters in excess of 8km per hour within 100 feet of any moored or anchored vessel, shore, wharf, dock, pier, piling, bridge structure or abutment, or a person in the water.
  - g) Lessee shall familiarize himself/herself with all operating instructions for the Watersport Rental.
  - h) Lessee shall assure that the Watersport Rental is used in a safe manner utilizing the highest standard of care to avoid injuries and damage to the Watersport Rental or other property.



# Seymour Fun Rentals

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## Personal Watercraft Release and Waiver of Liability and Indemnity Agreement

- i) The Watersport Rental shall not be used in connection with stunts, racing, the towing of person or property, or any other use which might result in injury to person or damage to property. No one will transport the Watersport Rental more than 50km from where it is rented. The Watersport Rental will only be operated within the inland lakes, rivers, tributaries, waters of the Province of British Columbia.
- j) The Watersport Rental will only be used for recreational purposes. The Watersport Rental will not be used for business or commercial purposes.
- k) Each Approved Operator is experienced and capable in all aspects of operating and towing the PWC.

\_\_\_\_\_ 4. **LAWS.** Lessee agrees to follow the Releasees Safety Rules and act in accordance with all laws of Canada governing the operation of the Watersport Rentals, included but not limited to local, provincial, local and/or federal laws, and environmental and endangered species rules and regulations. Lessee further agrees to personally pay any ticket, citation or suit arising from their use of the Watersport Rental and agrees to operate the Watersport Rental in a safe and law-abiding manner. If there is an accident or loss, Lessee will immediately contact the police department and give a copy of the completed incident report to the Releasees.

\_\_\_\_\_ 5. **THE RELEASEES SAFETY RULES.** Lessee represents that they are familiar with the operation of the Watersport Rental and that they have read and understand the Safety Rules, and which are incorporated herein by reference and Lessee further agrees to comply and abide with each and every one of these Safety Rules. These rules will be provided to the Lessee both by the guide with verbal instructions and/or a handout. No more than the number of persons approved by the Coast Guard and other rules shall ride the Watersport Rental at any time. The weight limit for the Watersport Rental will not be violated.

\_\_\_\_\_ 6. **INSURANCE.** The Releasees are purchasing Watersport Rental Liability insurance and property damage insurance to protect the Releasee's interest for the use of the Watersport Rental by the Lessee under this Agreement. The Lessee will report any occurrence or claim to the Releasees immediately. The Lessee will cooperate with and assist the Releasees and the insurance company to investigate the occurrence and find evidence and witnesses, and to defend and appeal any claims and lawsuits. Without the written approval of the Releasees and the insurance company, the Lessee will not admit that they are liable for any claim. The Lessee will pay the Releasees the amount of any deductible for each insurance claim. The Releasees are not providing any other insurance.

**There is no insurance coverage being provided to protect any Lessee and that coverage must be obtained by the Lessee. The Releasees are not providing any insurance to protect any liability or the interest of any Lessee.**

\_\_\_\_\_ 7. Lessee's participation in using a Watersport Rental, as with any watersport, will test physical and mental limits, can involve very powerful machinery (in the case of a PWC), and exposes them to dangers associated with the operation of a Watersport Rental. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. Lessee understands these rules and assume the risk of harm presented by these damages.

\_\_\_\_\_ 8. **FAILURE TO OBEY AND LISTEN TO THE RELEASEES INSTRUCTIONS WILL RESULT IN A TERMINATION OF YOUR RENTAL WITHOUT A REFUND.** (Please listen and pay close attention to the certified guides. The Releasees want you to have fun, but more importantly want you to ride safe!)

\_\_\_\_\_ 9. Lessee's presence on the premises operated by the Releasees and/or their participation in the Watersport Rental activities organized by the Releasees exposes them to the potential risks that include, without limitations: death or serious injury to Lessee and/or others; and damage to property owned by Lessee, the Releasees, and/or others.

\_\_\_\_\_ 10. PWC activities may pose an additional danger to persons with pre-existing physical injuries or other conditions, or to **pregnant women**. Lessee is not aware of any physical or mental conditions that may affect my ability to participate in PWC activities or that may be aggravated by the participation in such activities. Alternatively,



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Lessee acknowledges that they have consulted with their physician who has advised them that they may participate in these activities without restrictions.

- \_\_\_\_\_ 11. Lessee will **NOT** participate in any Watersport Rental activities sponsored by the Releasees while their ability is impaired by alcohol, drugs, or otherwise. If found by discretion of the Releasee's staff to be impaired by said substances Lessee further agrees that their rental will be terminated, and no refund will be provided.
- \_\_\_\_\_ 12. In the event of malfunction or breakdown of the craft, or if any defect occurs during the rental period, Lessee will immediately report any unusual problems to the Releasees. Continued use of the craft in any of these circumstances shall be entirely at Lessee's risk and shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved in any accident.
- \_\_\_\_\_ 13. **THE RELEASEES may cancel the rental if:**
- a) Any Lessee fails to comply with any provision of this Agreement; or
  - b) Any representation of any Lessee is untrue; or
  - c) The Watersport Rental is damaged; or
  - d) The Releasees determines that the rental should be cancelled because of any natural cause, inclement weather, medical problem, or other unsafe circumstances. Lessee acknowledges that this is entirely left to the discretion of the Releasees.

If the rental is cancelled, Lessee will return the Watersport Rental to the Releasees, the Releasees may take possession of the Watersport Rental, the Releasees may enforce their other rights and remedies, and the provisions of this agreement will still be in effect. Also, because of any natural cause, medical problem, safety problem, or other problem, at the request of the Releasees, the Approved Operators will stop any activity in the use of the Watersport Rental, and the Releasees may refuse or terminate the participation of any person who the Releasees feels is not able or willing to properly participate in any activity in the use of the Watersport Rental. The Lessee agree that the Releasees has the right to do this for the safety and protection of the Lessee, the Approved Operators, and other persons, and for the proper use and protection of the Watersport Rental.

- \_\_\_\_\_ 14. THE RELEASEES will provide the Lessee with oral instructions concerning the operation of the PWC or other watercraft that the Lessee is renting from the Releasees. Lessee will not participate in Watersport Rental activities unless they receive and understand these instructions. By participating, Lessee acknowledges that they have received and understood these instructions.
- \_\_\_\_\_ 15. When operating a PWC, the Lessee will allow sufficient time and distance to stop the vessel. The Lessee realizes that riding a PWC is not like driving a car and Lessee will not participate in any PWC activities unless they completely understand this concept. By participating, Lessee acknowledges that they understand this very important concept.
- \_\_\_\_\_ 16. Lessee will not "Beach" (run or haul up on to a beach) the PWC, nor ride the PWC up or down any rivers. Any damages caused by beaching or driving the PWC in a river will be paid by the Lessee.
- \_\_\_\_\_ 17. PWC and other jet-powered boats **DO NOT STEER OR TURN WITHOUT PROPULSION.** Lessee understands that they must apply throttle to steer and turn the PWC while traveling at speeds in excess of 6 knots. Lessee will not participate in any PWC activities unless they completely understand this concept. By participating, Lessee acknowledges that they understand this concept.
- \_\_\_\_\_ 18. Lessee will have the opportunity to inspect the PWC or other watercraft that they are renting from the Releasees before they board the vessel. Lessee will not participate in any Activities until the vessel is inspected and Lessee is satisfied with its condition. By participating, Lessee acknowledges that they have conducted this inspection. Lessee is liable for all loss and damage to the Watersport Rental from any cause. If the Watersport Rental is lost or damaged, Lessee will pay the Releasees at their request to replace or repair the Watersport Rental. Lessee will not be liable to pay the Releasees to the extent that the loss or damage is covered by the Releasee's insurance, except for any deductible, which Lessee agrees to pay.



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## Personal Watercraft Release and Waiver of Liability and Indemnity Agreement

- \_\_\_\_\_ 19. Lessee acknowledges that the Releasee is not a manufacturer of the Watersport Rental that Lessee is renting, and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the Watersport Rental.
- \_\_\_\_\_ 20. Lessee agrees that they will not allow any other person to operate the vessel that Lessee is renting from the Releasee unless that person is an Approved Operator or an employee or agent of the Releasee.
- \_\_\_\_\_ 21. Lessee agrees to return the vessel that they have rented from the Releasees within the rental period that they negotiated. If Lessee fails to return the vessel to the Releasees for any reason other than mechanical malfunction that is not caused by misuse of the vessel, Lessee agrees to pay an additional sum equal to the standard hourly rental rate (or fraction thereof) that exceeds the rental period that they negotiated.
- \_\_\_\_\_ 22. Lessee understands that the Releasee is not the only business offering Watersport Rentals in British Columbia and the decision to rent from them is "THEIR" choice.
- \_\_\_\_\_ 23. **IT IS THE LESSEE'S DUTY TO ASK THE RELEASEES TO FURTHER EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT THEY DO NOT UNDERSTAND BEFORE THEY START THEIR RENTAL. LESSEE WILL NOT PARTICIPATE IN ANY WATERSPORT RENTAL ACTIVITY IF THEY DO NOT UNDERSTAND ANY ART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO THEM BY THE RELEASEES.**
- \_\_\_\_\_ 24. Lessee understands that they are liable for all damages and costs incurred as a result of their negligence including but not limited to damages and lost rentals due to damage to any vessel. Lessee agrees to **IMMEDIATELY REIMBURSE** the Releasees for these repairs and other costs. Most repair costs are calculated according to the repair table attached to this Agreement. Any damage that is not priced on the repair table is billed at actual cost to the Releasees plus actual installation/repair costs billed to the Releasees by repair facility.
- \_\_\_\_\_ 25. Lessee understands that they are responsible for the Watersport Rental that Lessee is renting as well as any PWC, boat, structure, or any other matter or property that they may come in contact with. If Lessee is involved in any type of accident that damages the property of the Releasees, Lessee will pay the Releasees for their losses **IMMEDIATELY!**
- \_\_\_\_\_ 26. **NO TRANSFER.** Lessee cannot transfer any of their right or interest under this Agreement. Any transfer is void.
- \_\_\_\_\_ 27. **VOID PROVISIONS.** If any provision of this Agreement is void, it will not affect the rest of this Agreement, and the rest of the Agreement remains in effect.
- \_\_\_\_\_ 28. **WAIVER, CHANGE, AND TERMINATION.** No provision of the Agreement can be waived, changed, or terminated, except in writing signed by the Releasees and Lessee.
- \_\_\_\_\_ 29. **COURT JURISDICTION AND VENUE.** The courts located in British Columbia shall have exclusive jurisdiction of any litigation related to this Agreement or the use of the Watersport Rental. No Lessee may sue the Releasees or any of the Releasee's employees or agents in any other province.
- \_\_\_\_\_ 30. **HEIRS AND REPRESENTATIVES.** This Agreement binds the parties who sign this Agreement and their heirs, representatives, successors, and assigns.
- \_\_\_\_\_ 31. **GOVERNING LAW.** This Agreement is governed by the internal laws of the province of British Columbia.
- \_\_\_\_\_ 32. **COPY OF AGREEMENT.** Lessee has received a fully completed copy of this Agreement.





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## Personal Watercraft Release and Waiver of Liability and Indemnity Agreement

### SIGNING BELOW CERTIFIES THE FOLLOWING:

I HAVE READ THE ABOVE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISION AND IN CONSIDERATION OF BEING PROVIDED WITH WATERSPORT RECREATIONAL PROPERTY OR SERVICES AND/OR BEING ALLOWED AS A PASSENGER ON A PWC FOR MYSELF AND ANY MINOR CHILDREN FOR WHOM LESSEE IS PARENT, LEGAL GUARDIAN OR OTHERWISE RESPONSIBLE AND FOR MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, LESSEE AGREES TO BE BOUND BY THE AFORESTATED PROVISIONS CONTAINED WITHIN THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AND LESSEE UNDERSTANDS THAT BY SIGNING THIS DOCUMENT LESSEE IS WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST SEYMOUR FUN RENTALS, THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS. I HAVE READ THE TERMS AND CONDITIONS OF THIS PERSONAL WATERCRAFT RENTAL AGREEMENT AND AGREE TO THEM.

LESSEE IS EXPERIENCED AND CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF A CRAFT SUCH AS THE PWC RENTED. LESSEE HAS READ THE RENTAL AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS AS SET FORTH.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY 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**

\_\_\_\_\_  
Printed Name of Lessee

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date of Birth of Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Passenger

\_\_\_\_\_  
Signature of Passenger

\_\_\_\_\_  
Date of Birth of Passenger

\_\_\_\_\_  
Date

### FOR PASSENGERS UNDER THE AGE OF 18

\_\_\_\_\_  
Printed Name of Minor

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian/Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Legal Guardian/Responsible Party

Street Address \_\_\_\_\_

Email Address \_\_\_\_\_

City \_\_\_\_\_

Province \_\_\_\_\_

Postal Code \_\_\_\_\_

Phone # \_\_\_\_\_



# Seymour Fun Rentals

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## Personal Watercraft Repair Table

Renter shall return unit in good working condition at the end of a rental period. If any equipment has been lost or damaged, renter must inform Seymour Fun Rentals staff upon rental return. Renter is financially responsible for all lost or damaged equipment and damage to rental unit. Seymour Fun Rentals will charge the renter's credit card on file according to the following damage price list.

1. Fiberglass/Hull Damage	\$1,500.00	2. Torn or Damaged Seat	\$500.00
3. Impeller Damage	\$1,000.00	4. Engine Ingested Water	\$2,500.00
5. Front Bumper	\$300.00	6. Swim Step	\$300.00
7. Lost Key	\$100.00	8. Missing or Damaged Life Jacket	\$125.00
9. Rented Towable Damage	\$300.00		

This list of charges is not exhaustive and not a waiver of responsibility for other damages to rented unit. The renter will be fully financially accountable to Seymour Fun Rentals and agrees to pay an additional \$200/day until unit is in rentable condition to a maximum value of \$6,000.00. (Please initial) \_\_\_\_\_.





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## Rules for Riding

- 1) You must follow the Instructions of the Jet Ski Guide at all times.
- 2) You must wear a Life vest at all times.
- 3) You must have the Kill Switch Lanyard attached to wrist or clipped on vest (preferably clipped on vest) and Kill Switch of Jet Ski at all times.
- 4) You must obey "No Wake Zones" at all times.
- 5) You always look around before you turn. No sharp turns.
- 6) No reckless operation is allowed.
- 7) No splashing other boaters or skis.
- 8) No jumping wakes of other boaters.
- 9) You must not ride ski within 100 feet of a dock or moored vessel/ boat.
- 10) You must not be under the influence of drugs or alcohol.
- 11) Pregnant women, or persons with bad backs or heart conditions are not advised to, and should not rent Jet Skis.
- 12) Jet ski must be boarded from the rear.
- 13) Jet ski has no brakes.
- 14) You must be 100 Feet from another ski at all times.

***Safety first!!! Any Violations of these rules will result in termination of the ride and no refund.***

I have read the above rules and understand

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Printed Name of Lessee

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Signature of Lessee

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Date