



Kayak Rental Agreement

TRANSACTION #	
DATE:	TIME:

NAME OF APPLICANT	NAME OF APPLICANT (if Applicant is under the age of 18)
ADDRESS (Home)	
TELEPHONE	EMAIL

KAYAK #	EQUIPMENT PROVIDED	DATE RENTED		FEE COLLECTED
EXPECTED RETURN (TIME & DATE)			DAMAGE FEES:	
ACTUAL RETURN DATE (TIME & DATE)				
TOWNSHIP REPRESENTATIVE SIGNATURE				
			LATE FEE:	
			TOTAL:	

Township of Stone Mills Rental Equipment Waiver and Voluntary Assumption of Risk

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTIONS OF RISK AGREEMENT (hereinafter referred to as the "release agreement") BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT, AND AGREE TO ASSUME LEGAL OBLIGATIONS

PLEASE READ CAREFULLY

SIGNATURE: _____
 SIGNATURE: _____
 SIGNATURE: _____

SIGNATURE: _____
 SIGNATURE: _____
 SIGNATURE: _____

This waiver must be read and signed

1. ACKNOWLEDGEMENT

I acknowledge that I have been advised to wear appropriate safety and protection gear while using any of the Rental Equipment. Direction on the proper use of Rental Equipment is available from the Township. I am aware that the physical exertion required to participate in the activities associated with the Rental Equipment

and the force exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects.

I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the use of the Rental Equipment. I will inspect the rental equipment and provided safety equipment to ensure that it is in good working order and condition. I will inform the Township of Stone Mills of any concerns with the conditions of the Rental Equipment prior to use.

I understand and acknowledge that I am responsible for returning any and all Rental Equipment. I also understand that there will be a late fee charge at the reserved rate in the amount of \$25.00 per day, per item until returned. Rental Equipment not returned after fourteen (14) days will be deemed as lost. Rental Equipment will be assessed at the current retail price for repairs or replacement and the cost will be charged to the renters credit card provided on file with the municipality.

Initial Here _____

Initial Here _____

Initial Here _____

Initial Here _____

Initial Here _____

Initial Here _____

2. ASSUMPTION OF RISKS

I assume full responsibility for any personal damages I incur, and for any of the Rental Equipment. I assume that liability for all damages incurred through the use or misuse of the Rental Equipment listed in this Release Agreement. I confirm that I am not, nor will I be under the influence of drugs, alcohol or any other substance while using the Rental Equipment.

I am aware that using Rental Equipment involves many risks, dangers and hazards which may include but are not limited to cold or deep water, strong winds, currents, waves, rapids, ice, snow, exposed rock, trees, logs, docks, wharfs or other natural or man-made objects, boat traffic, open water crossing, slipping and falling, over-exertion, exposure to extreme temperature, inclement weather, failure to predict weather, power boats, swimmers pedestrians or other persons. There may also be risks associated with the failure to engage in an activity safely within one’s own ability, improper use of equipment, equipment failure, human error, failure to forecast or recognize a hazardous situation, negligence of other persons, pedestrians or rescuers.

I am aware there is a risk of NEGLIGENCE, BREACH OF CONTRACT AND BREACH OF STATUTORY DUTY ON THE PART OF THE TOWNSHIP OF STONE MILLS, INCLUDING THE FAILURE BY TOWNSHIP OF STONE MILLS AND THEIR STAFF TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF USING RENTAL EQUIPMENT. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF RENTAL EQUIPMENT AND THE POSSIBLITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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Initial Here _____

Initial Here _____

Initial Here _____

Initial Here _____

3. GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Township of Stone Mills agreeing to the use of the Rental Equipment and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged, I hereby, for myself, my heirs, my administrators and assigns, agree as follows:

TO WAIVE ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS AND DEMANDS known or unknown that I have or may in future have against THE TOWNSHIP OF STONE MILLS AND TO RELEASE THE TOWNSHIP FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, that I may suffer, or my next of kin may suffer as a result of the use of the Rental Agreement, 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 R.S.O 1990, c. O. 2. ON PART OF THE TOWNSHIP OF STONE MILLS

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Township with respect to the safety of using Rental Equipment, other than what is set forth in this Release Agreement.

Initial Here _____ **Initial Here** _____ **Initial Here** _____
Initial Here _____ **Initial Here** _____ **Initial Here** _____

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 ASSUMING LEGAL OBLIGATIONS AND I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE TOWNSHIP OF STONE MILLS.

Signed this _____ day of _____ Year 2026

Signature of Applicant _____ Signature of Parent/Guardian _____
(If applicant is under the age of 18)

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(If applicant is under the age of 18)

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