

# **Elora Rapids Inc** **Waiver And Lease Agreement**

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RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK INDEMNITY AND AGREEMENT

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**By signing this agreement you give up the right to sue for any injury or damages howsoever caused.**

To: Elora Rapids Inc. ("The Company") and its directors, officers, employees, representatives and agents (collectively called "The Agents").

I, the undersigned, hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in renting equipment and partaking in bicycle tours from "The Company" and/or "The Agents" and participating in activities with this equipment including but not limited to: swimming, paddling, hiking, river tubing, cycling and other outdoor activities (collectively referred to as "The Activities") and in further consideration of "The Company" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement ("The Agreement").
2. I acknowledge that "The Activities" involve inherent risks and dangers that may cause serious injury and possible death to participants.
3. I fully understand the risks and dangers associated with my participation in "The Activities" and accept the same entirely at my own risk.
4. I hereby waive any and all claims which I may have against "The Company" and "The Agents" and release "The Company" and "The Agents" from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in "The Activities", due to any cause what so ever, including negligence, breach of contract, or breach of any statutory or other duty of care by "The Company" and/or "The Agents".
5. I appreciate that "The Agreement" limits the liability of "The Agents" to the same extent as it limits the liability of "The Company", even though "The Agents" are not formal parties to "The Agreement".
6. I shall defend, indemnify and hold harmless The Corporation Of The Township Of Centre Wellington, The County of Wellington and A.O. Smith, and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from "The Activities". Without in any way limiting the foregoing, in the event that any damage to equipment, facilities, or property occurs as a result of my willful actions, neglect or recklessness, or the willful actions, neglect or recklessness of someone for whom I am at law responsible, I acknowledge and agree to be held liable for any and all costs associated with any such actions or neglect or recklessness.
7. I fully understand the safety instructions outlined on page 2 and will abide by them at all times while participating in "The Activities".

## **Elora Rapids Inc**

### **RIVER TUBING AND KAYAK SAFETY INSTRUCTIONS**

- All participants must practice proper social distancing guidelines as governed by the local health units. When entering parks participants must abide by all of their safety guidelines, rules, and regulations as well as pay their separate fees and sign necessary waivers.
- All participants must wear masks while riding the shuttle bus if Ontario masking restrictions are in effect.
- No one may participate if intoxicated or under the influence of intoxicating beverages. Consuming alcohol in public, displays of public nudity, urination and defecation in public, trespassing, as well as littering are illegal. Elora Rapids Inc. is not responsible for those fined for these illegal activities and others while renting equipment from Elora Rapids Inc.
- All tubing and kayak participants must be competent swimmers. Anyone going through the Elora Gorge must possess confidence in turbulent waters. Children must be accompanied by an adult.
- If you capsize do not panic. Do not attempt to stand up while in a rapid. Situate yourself on your back allowing your PFD to keep you afloat. Point your feet downstream and keep an eye out for approaching obstacles. Use your hands to maneuverer in the water. As you float out of the rapid, your head, knees, and toes will be above the water until you reach safety.
- PFDs must be properly worn at all times. A properly fitted PFD is “comfortably snug”.
- A helmet must be worn while floating in the Elora Gorge through the Elora Gorge Park. A properly worn helmet will come over the forehead 2 fingers distance above the eyebrows, straps will form a V-shape under the ears with 1 finger space between the strap and chin.
- When floating the river, lie on your tube on your back, feet first. This allows you to see obstacles approaching and avoid rocks, other debris, and the cliff walls.
- Wear closed toed footwear or securely fitted sandals.
- Only one rider is allowed per tube and tubes must not be tied together.
- Handle yourselves in a safe and responsible manner while on the river. Extreme conditions are possible which are beyond our control. There are no marshals patrolling the river. Your safety is in your hands.
- Avoid trees and river debris and make your way around it if necessary.
- Water quality is not tested and Elora Rapids Inc. is not responsible for quality related hazards.
- Do not take valuables with you while floating.

Rentals must be returned by **6pm** at 27 David Street W in Elora to avoid a late fee of \$10 / person.

## Elora Rapids Inc

I am eighteen years of age or older, and I have read and understand "The Agreement". I understand that this document contains a promise not to sue "The Company" The Corporation Of The Township Of Centre Wellington and/or "The Agents" and that it constitutes a release of liability and an indemnity for all claims.

If I am the parent and/or guardian of the participant I have read and understand and execute "The Agreement" on behalf of the child/ward.

DATE	PARTICIPANT'S PRINTED NAME	PARTICIPANT'S OR GUARDIAN'S SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

Rentals must be returned by **6pm** at 27 David Street W in Elora to avoid a late fee of \$10 / person.

In consideration of this waiver and lease agreement and the following mutual covenants, lessee agrees that:

1. They will return the equipment to lessor in as good condition as when received.
2. They shall indemnify lessor against all loss and damage to equipment covered by this agreement and agree to pay the lessor any amounts owed (replacement values below) on the day of the rental.

Kayak: \$100, Paddle: \$35, River Tube: \$50, Helmet: \$50, PFD: \$50, Air Pump: \$50, Tube Valve: \$7

3. That he/she shall indemnify the lessor against and hold it harmless from any and all claims, demands, causes of action or lawsuits for personal injuries (including deaths) or for property damage arising out of the use, operation, transportation, or possession of said equipment.