



Stand Up Paddle Board, Supsquatch, Inflatable Kayak, Raft and Canoe Rental Agreement

Includes board/kayak, paddle and PFD

S.U.P, Supsquatch, Kayak,
Raft & Canoe Rental
Agreement

Customer Details & Waiver Form:

Renters Name: _____

Phone Number: _____ Email Address: _____

Mailing Address: _____

Credit Card Info

Visa ☐

MasterCard ☐

Card # _____ Exp (MMYY) _____ CVV: _____

Name on Card _____ Signature _____

For Tunnel49 Staff

Staff Name: _____

Date of Rental: _____

Start time: _____ Return Time: _____ Total Hrs Rented: _____

Notes: _____

Total Amount: _____

Method of Payment CASH MASTER CARD VISA Debit

I understand that my card will be charged for the full amount for the cost of the rented equipment, if the equipment is not returned at the designated time. I am responsible for the return of this equipment in the same state in which I received it. I agree to pay in full for any repairs or replacement if the equipment is damaged or lost. Please note that this card will **only** be charged in the event of damage or loss to the equipment. The minimum charge for damage is \$75

Retail S.U.P, Supsquatch, Kayaking and Canoe equipment rental release of liability, waiver of claims and assumption of risk agreement.

By signing this document you may waive certain legal rights, including the right to sue.

ASSUMPTION OF RISK/WARNING: I am aware that stand up paddle boarding, Supsquatch, kayaking, rafting, or canoeing involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. I hereby freely agree to assume and accept any and all known and unknown risks of injury while using this equipment. I further recognize and acknowledge that the risk inherent in the sports of stand up paddle boarding and kayaking can be greatly reduced by taking lesson, riding within my abilities and using common sense at all times.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of the rental to me of the listed SUP and/or Supsquatch and/or Kayak and/or Raft and/or Canoe equipment I hereby agree as follows:

- **TO ACCEPT FOR USE AS IS**, the equipment described in this Agreement;
- **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Tunnel49 Adventure Inc.
- **TO RELEASE** Tunnel49 Adventure Inc. in the design, manufacture, selection, installation, maintenance, or adjustment of the equipment.

ARBITRATION: In further consideration of the sale to me of the listed stand-up paddle boarding, Supsquatch, kayaking, rafting or canoe equipment, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against Tunnel49 Adventure Inc. arising from any use of the listed stand-up paddle boarding, Supsquatch, kayaking, rafting and canoe equipment. This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia. **THE PARTIES TO THIS AGREEMENT UNDERSTAND THIS SECTION CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, EACH PARTY UNDERSTANDS IT WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING AND DISPUTE THAT MAY ARISE WHICH IS COVERED BY THIS SECTION, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD EACH PARTY AGREES TO SUBMIT SUCH DISPUTE TO IMPARTIAL ARBITRATIONS IN ACCORDANCE WITH THIS SECTION.**

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement.

Please fill in completely:

Last Name: _____ First Name: _____

Date of Birth: _____

BY SIGNING THIS AGREEMENT, I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TUNNEL49 ADVENTURE INC. THE ABOVE EQUIPMENT HAS BEEN INSPECTED TO ASSURE THAT IT IS IN GOOD CONDITION AND THAT ALL HARDWARE IS PROPERLY TIGHTENED.

Signature of user of equipment: _____ Signature of parent or guardian: _____ Print name of sales person: _____

(if user is underage)