



NORTHERN SPORTS RENTALS INC.  
VESSEL: 2023 ALUMACRAFT ESCAPE 165 CS

WAIVER & RELEASE OF LIABILITY

Date : \_\_\_\_\_

Renter Information

Name : \_\_\_\_\_

Phone : \_\_\_\_\_

Email : \_\_\_\_\_

**\$3,000.00 SECURITY HOLD CHARGED ON CUSTOMER CREDIT CARD OR IN CASH**

- Hold will be removed when the vessel is returned in undamaged condition, reasonable wear and tear excepted.
- If a customer has an insurance deposit will be returned once insurance has paid - any deductible comes from the deposit.
- Cleaning charges will apply to vessels returned with excessive dirt.
- Cost of refueling the vessel will be deducted from the deposit if it is not returned fully fuelled.
- Customer is responsible for pick-up and delivery of the vessel unless arranged otherwise.
- Vessel must be returned full of regular gas. No oil is required.

I have read and understand the terms of the security hold. I understand that by signing below I will supply a credit card or cash for the security hold.

CUSTOMER SIGNATURE : \_\_\_\_\_

NORTHERN SPORTS SIGNATURE : \_\_\_\_\_

- 1) I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH OPERATING A BOAT, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS.
- 2) **I AGREE TO NOT OPERATE THE BOAT ANY TIMES BETWEEN 1 HOUR BEFORE SUNSET AND 1 HOUR AFTER SUNRISE. I AGREE TO STORE THE FISH FINDER "HUMMINBIRD HELIX 7" IN A SAFE AND SECURE LOCATION WHILE THE VESSEL IS NOT IN USE. IN THE EVENT THAT THE FISH FINDER "HUMMINBIRD HELIX 7" IS LOST, STOLEN AND/OR DAMAGED THE CUSTOMER IS RESPONSIBLE FOR THE COST OF REPAIRING OR REPLACING THE UNIT.**
- 3) I UNDERSTAND THAT I HAVE DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
- 4) I assert that I am physically fit to operate and ride on a boat and will not hold the vessel "ALUMACRAFT ESCAPE 165 CS" and/or "NORTHERN SPORTS RENTALS INC." or their employees, agents or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while chartering the vessel or otherwise participating in the trip.



## NORTHERN SPORTS RENTALS INC.

- 5) "NORTHERN SPORTS RENTALS INC." and vessel "ALUMACRAFT ESCAPE 165 CS", have made no representation to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show the vessel "ALUMACRAFT ESCAPE 165 CS", their crew or passengers responsible for their actions in attempting the performance or rescue of first aid.
- 6) I agree to forever discharge and release NORTHERN SPORTS RENTALS INC., vessel "ALUMACRAFT ESCAPE 165 CS", its employees and agents, the owner(s) of NORTHERN SPORTS RENTALS INC., vessel "ALUMACRAFT ESCAPE 165 CS", and affiliates, from any and all responsibility and liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as consequences of any incidents which might occur as a consequence of my participation in any snorkeling, and/or fishing activities with or involving the released parties.
- 7) "NORTHERN SPORTS RENTALS INC." certifies that the boat and motor are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. If the boat, motor or equipment has damage or problems not listed on this agreement, the renter must notify "NORTHERN SPORTS RENTALS INC." before use of the boat begins and on the first day of rental.
- 8) The renter acknowledges and understands that the boat is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental equipment is not left in suitable condition, the renter acknowledges and understands that "NORTHERN SPORTS RENTALS INC." reserves the right to charge the renter for any repairs or special cleaning. Additionally, the renter understands and agrees that "NORTHERN SPORTS RENTALS INC." reserves the right to charge for any damages, repairs, replacement, or special cleaning or any damaged or lost property. The renter understands that by signing this agreement he/she is authorizing "NORTHERN SPORTS RENTALS INC." to charge for any damages sustained using the credit card on file for the rental.
- 9) The following activities are not permitted on the boat. Violation of this provision will result in the termination of this contract and forfeit all money paid by the renter, including the full amount due for the rental regardless how much time is remaining on the rental.
  - a) Smoking;
  - b) Operating the boat while intoxicated;
  - c) Operating the boat with more people on board than the boat is rated for;
  - d) Allowing more people on the boat than what the boat is rated for;
  - e) Allowing pets on the boat/operating the boat with pets on the boat;
  - f) Operating the boat before sunrise or sunset or reduced visibility (fog, rain, haze, etc.)
- 10) Any person aged 16 years old and under must wear a life jacket at all times while on the boat. All persons must wear life jackets while swimming from the boat.
- 11) Cancellation Policy. If the renter cancels his/her reservation within 14 calendar days of the reservation, renter shall forfeit their deposit. If the cancellation is due to inclement weather, then the deposit will be applied to an alternate rental date.

I/We have read the warnings, acknowledgement of risks, assumption of risks and release of liability. I understand that by signing this document I/We may be waiving our legal rights.

**I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.**

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date of signature (this release is not intended to expire): \_\_\_\_\_



## NORTHERN SPORTS RENTALS INC.

Fill out our waiver and release of liability form below to finalize your rental agreement.

- There are many risks and dangers associated with boating and activities around and in the water. There are risks of collisions, falls, injuries to spine, arms and legs, pinching, drowning, and death that can arise from the negligence of others, your own negligence, weather conditions, water conditions and your own experience and abilities.
- For your own safety and the safety of your friends and family who may be participating in your rental activity it is important that you understand the risks and explain and manage them to every member of your party.

Initial : \_\_\_\_\_

### **ACKNOWLEDGMENT OF RISKS**

- I/We acknowledge that the following lists of hazards describe some but not all of the potential risks or injuries while boating.
  - Changing water depth, currents, wave height and direction, boat wake, changing weather, wind, lightning, motion sickness, collision with objects in water, other watercraft, docks & shore walls.
  - Injuries from falls, strain on joints, neck or spine from pounding of waves or collisions.
  - Injuries from capsizing, hypothermia, exposure to water and sun falling in or from boat.
- Risks can be reduced or influenced by operator's condition, experience, tiredness, coordination, balance, disability, alcohol or drug impairment, focus and group size. If an operator at any time feels that conditions of the environment have become a hazard to the safe operation, they will return to port immediately.

Initial : \_\_\_\_\_

### **ASSUMPTION OF RISK AND RESPONSIBILITY**

- I/We agree to assume responsibility for all risks including those listed and others not identified. My participation in the activity is voluntary. All participants in my party have been made aware of the risks and I will be responsible for them. I am not impaired by alcohol or drugs and I do not have any disability or condition that may impair my safe operation of the watercraft. We elect to participate in the rental use in spite of the risks and potential dangers of operation on and around the water. We understand that at the total discretion of Northern Sports Rentals Inc. this rental agreement can be terminated when and if there is a question as to the competency or condition of the operator or when weather conditions prevent the safe operation of the watercraft.

Initial : \_\_\_\_\_



## NORTHERN SPORTS RENTALS INC.

### RELEASE OF LIABILITY

- In consideration for the services provided by Northern Sports Rentals Inc. in the rental of a watercraft, I/We for myself and minor children for which I am a parent or guardian and any guests that I may be entertaining, or any representative or heir agree that Northern Sports Rentals Inc. shall have no liability for any injury, death, or damage however caused by operation of the watercraft and I/We release and discharge Northern Sports Rentals Inc. and its insurer for any damages or injuries however caused.

Initial : \_\_\_\_\_

I/We have read the warnings, acknowledgement of risks, assumption of risks and release of liability. I understand that by signing this document I/We may be waiving our legal rights.

Renter (s) Name : \_\_\_\_\_

Renter (s) Signature : \_\_\_\_\_

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

Date : \_\_\_\_\_