



Bungalows

— ON THE BEACH —



KAYAK USE AGREEMENT, ASSUMPTION OF RISK & LIABILITY WAIVER

Thank you for using our complimentary kayaks. Your safety is our priority.
Before using any kayak, every adult participant must read and sign this agreement.
A parent or legal guardian must sign on behalf of any participant under 18 years of age.



RULES FOR KAYAK USE

By signing this agreement, I acknowledge and agree that:

- 1 I am voluntarily using a kayak provided by Bungalows on the Beach entirely at my own risk.
- 2 I understand that kayaking is an outdoor water activity with inherent risks, including but not limited to:
 - Drowning
 - Capsizing
 - Collisions with boats, swimmers, rocks, docks or other objects
 - Sudden changes in weather or water conditions
 - Hypothermia or other environmental hazards
 - Serious injury, permanent disability or death
- 3 I will wear a properly fitted, Transport Canada-approved life jacket (PFD) at all times while on the water.
- 4 I will not use the kayak while under the influence of alcohol, cannabis or any impairing drugs.
- 5 I will remain within sight of Bungalows on the Beach and will not venture into open water or beyond my abilities.
- 6 I will not use the kayak:
 - After sunset or before sunrise.
 - During thunderstorms, high winds, rough water or other unsafe conditions.
 - If I am unable to swim or am not physically capable of safely operating the kayak.
- 7 Children under the age of 16 must be accompanied on the water by a responsible adult.
- 8 I agree to follow all applicable boating laws and exercise reasonable care for my own safety and the safety of others.
- 9 I understand that Bungalows on the Beach does not provide supervision or lifeguard services.



RESPONSIBILITY FOR EQUIPMENT

I accept full responsibility for the kayak, paddle(s), life jacket(s) and any other equipment provided to me.

I agree to:

- ☒ Return all equipment promptly after use.
- ☒ Report any damage immediately.
- ☒ Pay the reasonable cost of repair or replacement for any equipment that is lost, stolen or damaged beyond normal wear and tear.



ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I fully understand and voluntarily accept all risks associated with kayaking.

In consideration for being permitted to use the equipment, I release and forever discharge Bungalows on the Beach, its owners, employees, agents and representatives from any and all claims, demands, actions or causes of action arising out of or related to my use of the equipment, including claims arising from injury, illness, property damage, disability or death, except where liability cannot legally be excluded under applicable law.

This release is binding upon me, my heirs, executors, administrators and legal representatives.

I certify that I have read this entire agreement, understand its contents, and sign it voluntarily.



PARTICIPANT INFORMATION

Participant Name: _____

Cottage Number: _____ Phone: _____

Signature: _____

Date: _____



PARENT / GUARDIAN CONSENT (PARTICIPANTS UNDER 18)

I am the parent or legal guardian of the participant named above. I have read and understood this agreement and consent to the minor's participation under these terms.

Parent/Guardian Name: _____

Relationship: _____

Signature: _____

Date: _____

FOR YOUR SAFETY, REMEMBER:



WEAR YOUR
LIFE JACKET
AT ALL TIMES



NO ALCOHOL
OR DRUGS



STAY WITHIN
SIGHT OF
THE COTTAGES



DO NOT USE
AFTER DARK



DO NOT USE
DURING STORMS,
HIGH WINDS OR
ROUGH WATER



RETURN ALL
EQUIPMENT
AFTER USE



REPORT ANY
DAMAGE
IMMEDIATELY

Thank you for helping keep everyone safe and for taking care of our equipment! ♥