

# HAKUNA MATATA ADVENTURES

2269 Wenzel Street East St Paul Manitoba R2E0J5

(204) 979-4869

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

TO: ***Hakuna Matata Adventures*** and its directors, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees")

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

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

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

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

Rental Date(s): \_\_\_\_\_

Boat Requested: \_\_\_\_\_

Rental Conditions: \_\_\_\_\_

- The Rental Customer is over 18 years of age and has a Canadian boating license or has reviewed and signed the Rental Boat Safety Checklist.
- The Rental Customer will keep the boat within the waters of Manitoba and Northwestern Ontario. • The Rental Customer listed above will be the only operator of the Equipment.
- The Rental Customer assumes responsibility for damage to the Equipment save for normal wear and tear.
- The Rental Customer accepts full responsibility for the care of the rental equipment ("the Equipment") listed on this form and agrees to pay for any damage to the Equipment and replace at full retail value any equipment not returned by the agreed date.
- The Rental Customer also agrees to return the Equipment in clean condition to avoid additional charges.
- The Rental Customer acknowledges that he or she is familiar with the proper use of the Equipment and has asked all necessary questions and received answers thereto necessary to the safe and necessary operation of the Equipment.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.**

1. To WAIVE ANY AND ALL CLAIMS that I have or may have in the future against THE RELEASEES and the manufacturer and distributor of the Equipment and their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of or arising out of any aspect of my use of the Equipment, 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 ON PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS INCLUDING ANY WARRANTY ON THE PART OF THE RELEASEES in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provisions or failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party resulting from the use of the Equipment.

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

4. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Manitoba.

5. Any litigation involving the parties to this agreement shall be brought within the Province of Manitoba and shall be within the exclusive jurisdiction of the Courts of the Province of Manitoba.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

Rental Customer Signature:

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Date:

Please Print Name:

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