

GENERAL 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
AND AGREE TO ASSUME LEGAL OBLIGATIONS.**

PLEASE READ THIS CAREFULLY

**THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT AND
WITNESSED, BEFORE A RENTAL MAY BE ISSUED.**

Mathieu Léonard and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (all of whom are hereinafter referred as "the Releases")

DESCRIPTION

In this agreement the term "Mathieu Léonard" shall include all rental gear, equipment and services wholly provided by Mathieu Léonard for jet ski rentals.

ACKNOWLEDGEMENT

I acknowledge that I have been advised to wear appropriate safety and protection gear while using any of the sport rentals. Instruction in the proper use of the sport rental is available from the staff. I am aware that the physical exertion required to participate in "The Activities" and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with The Activities. I will inspect the equipment to ensure that it is in good working order, and I will accept it as it is. I agree to assume all risks and responsibilities for any and all claims for damages and for injuries suffered while using the sport equipment rentals, and to hold Mathieu Léonard, its Staff and Guides harmless and not responsible for injury or accident incurred while using the rented equipment. In addition, I acknowledge that I am not, nor will I be under the influence of drugs, alcohol, or any other substance while participating in the activities.

I understand that I am responsible for returning the sport equipment and accessories upon return from "The Activities". I also understand that there will be a late fee charge at the reserved item rate per day, per item until returned. Equipment must be returned in good working order and clean or a fee will be assessed for each item. Damaged or lost equipment will be assessed at the current retail price for repairs or replacement (retail and replacement costs are available upon request) unless Damage Insurance was purchased in which case charges will only be incurred if items are lost. Changes made on lost or damaged equipment are not contestable. I agree that all late, lost, or damaged fees may be charged to my credit card.

ASSUMPTION OF RISKS

I assume full responsibility for any personal damages I incur and for the equipment rented from Mathieu Léonard I assume that liability for all damages incurred through the use or misuse of the equipment listed in this agreement. I agree to pay for damages incurred to rented equipment in excess of normal use and depreciation, as assessed by the Mathieu Léonard staff. I am also aware that there is a risk of **NEGLIGENCE, BREACH OF CONTRACT and BREACH OF STATUTORY DUTY ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of THE OPERATORS agreeing to my participation in the "The Activities" and permitting my use of its equipment, vehicles, parking, and sport equipment rentals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS known or unknown that I have or may in the future have against THE OPERATORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASES") AND TO RELEASE THE RELEASEES and its agent, successors, and assignees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in "The Activities", 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 THE PART OF THE RELEASES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF "THE ACTIVITIES" AND "SPORT EQUIPMENT RENTALS".

HOLD HARMLESS AND INDEMNITY AGREEMENT

To hold harmless and indemnify the releases from any and all liability for any property damage or personal injury to any third party resulting from my participation in "The Activities";

That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;

That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and

That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.

I acknowledge and accept that The Marine Liability Act, S.C.2001,c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releases with respect to "The Activities" other than what is set forth in this Agreement.

Name and signature of passengers under the responsibility of the undersigned

Name and signature of passengers under the responsibility of the undersigned		

ALL MUST BE 21 YEARS OF AGE OR OLDER TO SIGN

Operator Name (print)	Operator Signature	Date

Witness Name (print)	Witness Signature	Date

