

## 2024 Waiver + Release SDWS:

By agreeing to this waiver, you will waive certain legal rights, including the right to take legal action against Dogwood Montessori Inc. and its subsidiary South Delta Watersports (SDWS). Please read this agreement carefully.

**Assumption of Risk:** I am fully aware of the risks and hazards inherent of the participation to Stand Up Paddleboarding (SUP), Kayaking and other watersports. Such risks and hazards include but are not limited to; being hit by or colliding with another watersports participant, motorized or unmotorized water vessel or aquatic life. I am also aware of the risk of exhaustion, dehydration, water pollution, sun/heat exposure and accidental drowning. I further understand there is a possibility of death, or serious physical or mental trauma or injury (ex. paralysis) associated with SUP and kayaking. I hereby voluntarily assume all risk of loss, damage, injury or death for myself and participants under the waiver party including any person(s) I am a legal guardian for (my child or children) and any damage to any of my (or the participants under my waiver to whom I am responsible for) property while I am participating/renting equipment from South Delta Watersports.

**Fitness for Participation:** I certify that I have (or the person(s) who I am the legal guardian of) adequate insurance to cover any injury or damage I (or participants on my waiver) may suffer or cause while participating in SUP, Kayaking, swimming or fitness, or else I agree to bear the costs of injury or damage myself. I further declare that I am willing to assume the risk of any medical or physical condition I (or the person(s) who I am the legal guardian of/participants on my waiver party) may have, including but not limited to; pregnancy, heart conditions, back problems, asthma, epilepsy or any other pre-existing or unknown conditions.

**Weather + Tides:** I understand that SDWS is not responsible for any changes in weather conditions or tide times that may affect my planned watersport outing. Weather conditions, include changes in wind speed, precipitation, and temperature.

**Regarding renting any and all personal watercrafts (SUP, Kayaks, Tours, Classes, etc.), I hereby agree to:**

**1)** To waive any and all claims that I have or may in the future have against Dogwood Montessori Inc., South Delta Watersports. and its subsidiaries from any and all liability for any loss, damage or expense or injury including death that I may suffer or next of kin may suffer as a result of my participation any activity through South Delta Watersports and its Parent Company. Any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of Dogwood Montessori Inc and South Delta Watersports and further including the failure on the part of Dogwood Montessori Inc. to safeguard or protect me or warn me of the risks, dangers and hazards of participating in a physical activity associated or conducted by South Delta Watersports and its parent company Dogwood Montessori Inc.

**2)** To hold harmless and assure South Delta Watersports from any and all liability for any property damage or personal injury to any third party resulting in my participation in a rental or physical activity.

**3)** This release agreement shall be effective and binding upon my heirs, next on kin, executors, administrators, assigns and representatives in the event of my (or my parties) death or incapacity.

4) This release agreement and any rights, duty and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia and no other jurisdictions.

5) Any litigation regarding and involving the parties to this release agreement shall be brought solely within the province of British Columbia

6) When participating in a rental or use of a rental from South Delta Watersports I agree to accept the responsibility to maintain the condition and whereabouts of all equipment rented for the rental period and to pay all damage and replacement costs or repairs for any damage, theft or loss that may occur while in possession of the equipment. In the event of damage or loss beyond repair of a kayak or SUP I agree to pay a fee of \$750 (maximum). In the event of a lost, stolen or damaged paddle I agree to pay a replacement fee of \$100 (maximum) per unit. In the event of a lost, stolen or damaged life vest I agree to pay a replacement fee of \$100 (maximum) per unit.

7) I agree to leave the equipment for pick up and the predetermined agreed location as stated at the time of booking. If I am not present or change the location without written or verbal consent, I will be responsible to all lost or stolen equipment at a maximum of \$800 per unit

8) If a participant in my care is a minor, the parent or legal guardian warrants and represents that this Rental and Participation Agreement, its significance and the assumption of risk, has been explained to and understood by the minor child or ward. I hereby declare that under the penalty or perjury that I am the legal parent or guardian of the named minor.

9) I hereby declare that under penalty or perjury that I am responsible for any damage to myself, named or unnamed participants and the equipment owned by South Delta Watersports and Dogwood Montessori Inc.

10) Renters must be 19+ to rent a personal watercraft. Youth must at least be 12 years of age AND at least 5' tall in order to rent their own watercraft. Youth under the age of 16 must also be accompanied by an adult on the water with a 1:1 youth to adult ratio. Parents or guardians must also sign consent form. Kayakers wishing to paddle alone must be able to explain a solo recovery of a capsized kayak.

**Refunds and Cancellations:** I am aware of the \$4.00 administration fee. In the event of a refund this fee will be taken from the total paid at the time of booking. All bookings are non-refundable, however they are transferrable to the next available date. Refunds are on a case by case basis and are not guaranteed.

I understand the terms of this Waiver and Release are binding upon payment at the time of booking.