

ENDERBY COUNTRY STORE (Tube Rental)

702 Russell Ave. Enderby, BC V0E 1V0 Phone 250-800-0387

Rental of Equipment Agreement with Waiver and Release of Liability

This is a Tube and equipment rental agreement between Enderby Country Store and the undersigned renter. This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Enderby Country Store, its owners, employees, agents and the equipment manufacturers from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of Renter's use of rental Tube or other equipment including premises, facilities or Renter's participation in the sports activities.

By signing this document, Renter acknowledges and specifically understands that the Renter is releasing, discharging and waiving any claims or actions that Renter has at the present time, or in the future, for any negligent acts, omissions or any other conduct by the owners, agents, or employees of the company.

Renter shall obey all provincial, federal and local boating regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating, transporting or renting equipment from Enderby Country Store. The Renter is solely responsible for any citation or violation occurring during the use or transportation of, or as the result of using, rental equipment from Enderby Country Store.

Renter represents and acknowledges that renter and others using the equipment are capable of safely operating and handling the rental Tube and other equipment and additionally finds them in good working order, condition and repair. Renter represents to have adequate skills, knowledge and experience to safely ensure safe usage of equipment.

Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the Tube and any additional equipment, or any portion thereof, including, but not limited to vandalism, theft or loss. Renter shall pay Enderby Country Store the full cost of repair or replacement plus sales tax with the credit card on file. Tube replacement \$40, Lifejacket replacement \$50 Whistle replacement \$8, Repair Minimum \$10.

Renters shall return Tubes and equipment in the condition in which it was received to 702 Russell Ave. Enderby, BC V0E 1V0 or other agreed upon location in advance by 7 pm unless other time agreed upon. Charges for repairs, labor and cleaning will be applied in the event Tubes or equipment require repair or excess cleaning. Renter agrees to use all equipment for its designed purpose only. Excess Cleaning \$10

Renter acknowledges that Tubing is an activity with inherent risks of injury to persons and property. Renter is aware of those risks and understands them. Renter acknowledges that Lifejackets are made available and that all users are required to wear Life jackets while using rental Tubes and have a whistle. Renter alone has determined the sufficiency of any safety gear or other precautions that renter decides to take to minimize the risks of the activity. Renter states to be at least 19 years of age.

Tubing rules: Lifejackets must be worn at all times. Do not push off the bottom as it may puncture the Tubes. No dragging Tubes across hard surfaces as this may cause damage. Do not sit on the Tube if it is not 100% floating.

Initial: _____

Rates: Full or part day for \$20 with same day return of all equipment by 7 pm paid in advance for each Tube rental. Additional charges for late returns may be charged at \$5 per hour. Late fee calculated to the nearest hour may be charged. Lifejackets and whistles may be used at no additional charge, one set per Tube rented. Additional lifejackets rent for \$5 per day. All fees will have a 12 percent sales tax added. All Tubes must be returned by 7 pm unless agreed upon in writing. Any fees due may be charged on credit or debit card on file.

This agreement constitutes the entire agreement between Enderby Country Store and the renter. There are no warranties, expressed or implied, by Enderby Country Store to the renter, except as contained herein, and Enderby Country Store shall not be liable for any loss or injury to renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and the renter is not Enderby Country Store's agent while using said Equipment. The laws of the Province of British Columbia, Canada shall govern this agreement.

I agree to not permit any person who has not signed this rental agreement with the exception of my dependents that I am signing for to use any equipment provided by Enderby Country Store.

Renter has received and filled out a rental Tube safety checklist as part of this agreement.

I agree with the terms and conditions as stated.

Renter Name: _____

Signature: _____ Date: _____

Contact Phone: _____

Email: _____

Mailing Address: _____

Rental Date: _____ Time From: _____ Time To: _____

Tubes Rented: _____

Whistles _____ LifeJackets: _____

Credit or Debit card copy attached. I give permission to charge Credit or Debit cards per rental agreement.

Signature: _____ Date: _____

Identification copy attached.

Other information: _____
