



# RENTAL BOAT SAFETY CHECKLIST

Individuals renting a pleasure craft fitted with a motor are required to complete a Rental Boat Safety Check List. Unless:

- They have a Pleasure Craft Operator Card Operator Card # \_\_\_\_\_
- They have written proof of nautical certification Certificate # \_\_\_\_\_
- They have written proof of completing a boating safety course prior to April 1, 1999 Specify Safety Course: \_\_\_\_\_
- In the case of non-residents, written proof of competency from their own country. Specify Proof of Competency: \_\_\_\_\_

Those required to complete a rental boat safety check list, must carry on board the cosigned (customer and renter) section of the Rental Boat Safety Check List as proof of competency for the duration of the rental.

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## Boating Safety Rules

- I, the pleasure craft operator, confirm that there are the appropriate number and sizes of approved Personal Floatation Devices or Life Jackets in the boat for the number of people on board. They must fit and should be worn. I am aware that persons operating a pleasure craft without the appropriate number and sizes of approved Personal Floatation Devices or Life Jackets may be subject to ticketing and a fine.
- I, the pleasure craft operator, am aware that it is illegal to operate a pleasure craft, or to permit others to do so, when under the influence of alcohol, narcotics, or barbiturates.
- I, the pleasure craft operator, will only allow people who have completed and signed a Rental Boat Safety Check List, valid for the duration of this rental or have other proof of competency, to operate this pleasure craft. I am aware that persons operating a pleasure craft without proof of competency/age, may be subject to ticketing and a fine. I, the pleasure craft operator, have been shown how to use, and know the location of safety equipment required under the Small Vessel Regulations. I am aware that persons operating a pleasure craft without the required safety equipment may be subject to ticketing and a fine.
- I, the pleasure craft operator, understand that pleasure craft fitted with motors must keep clear of non-powered pleasure craft. I also understand that I am responsible for my own wake and wash and the effects that it can have on other pleasure craft, property, wildlife and the environment.
- I, the pleasure craft operator, when involved in an accident must stop, offer assistance and give my identity.

## Operation of the Boat

- I, the pleasure craft operator, am aware of how to responsibly operate a pleasure craft and to share waterways in a courteous and respectful manner with others involved in all water-related activities.
- I, the pleasure craft operator, confirm that the maximum load capacity and number of persons in the pleasure craft will not exceed the amount stated on the capacity plate. If a capacity plate is not fitted, the load capacity and number of persons in the pleasure craft shall not exceed the manufacturer's recommendation.
- I am aware of the proper way to distribute weight in the pleasure craft for a safe and comfortable ride and I will keep my passengers in the safest positions at all times - always seated while underway.
- I, the pleasure craft operator, have been shown the proper procedure for starting and shutting off the engine and will make sure no person is in the water within the vicinity of the pleasure craft before starting and while running the motor.
- I, the pleasure craft operator, have been shown and understand the operation of the throttle and gear-shift lever.
- I, the pleasure craft operator, know where and how to operate the ignition cut-off (kill) switch. While operating a Personal Water Craft, I will stay tethered to it at all times.
- I, the pleasure craft operator, am aware of how to depart and approach the dock in a safe and proper manner.
- I, the pleasure craft operator, am aware of how to respond to grounding, capsizing, and re-boarding.

## Local Hazards And Conditions

- I, the pleasure craft operator, am aware of the local navigational aids and their meaning, as well as local hazards and local regulations.
- I, the pleasure craft operator, shall maintain a proper lookout at all times for other boats, navigational hazards and changes in weather conditions - changes in weather can occur quickly creating conditions dangerous to recreational boats.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Rental Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_

# RENTAL CONTRACT

The renter agrees to:

1. Operate the boat in DAYLIGHT hours only.
2. Dock, anchor, or secure the boat and equipment to prevent damage to boat, motor, equipment and/or dock, boats, and persons as result of existing or changing weather conditions.
3. Any and all Federal, Provincial and Local Laws and Ordinances must be adhered to. (I.e. Transport Canada)
4. Designated drivers must be present and sign responsibility for the watercraft.
5. Check boats out and in during daylight hours.
6. Strictly enforce boat safety and capacity limits.
7. Boat is only rented after safety protocols have been explained to renter(s) as per Transport Canada regulations and guidelines
8. That the rental cost of the boat DOES NOT include gas or oil consumed.
9. To return the boat, motor and equipment in like good condition as when was taken. Renter is fully responsible for all damages and/or losses to the boat, motor and equipment.
10. To hold the owner and rental agent of this boat, motor and equipment harmless and free of liability for any damages occurring to renter, passengers, or other persons or property for any causes arising from the operation and control of the boat, motor and equipment.

## Waiver Indemnity And Release Of Liability

1. In consideration of the willingness of Churchill River Lodge ("Owner") to rent a motorized boat to the undersigned, each of the undersigned parties jointly and severally releases, indemnifies and agrees not to sue Owner, its shareholders, affiliates, officers, directors, employees and agents (together, the "Released Parties"), from any and all present and future liability or claims resulting from the rental, use or operation of the motorized boat by any of the undersigned on the date hereof, including but not limited to (i) the negligence (active, passive or gross) or misconduct of any of nature.
2. Released Parties, (ii) any loss of damage of personal property, personal injury, or death to myself or third parties arising as a result of use of the motorized boat and other equipment of Owner, (iii) any activities incidental to the rental and operation of the motorized boat, wherever, whenever, or however the same may occur.
3. Each of the undersigned hereby voluntarily waives and releases any and all claims against Owner resulting from the above, both present and future, that may be made by the undersigned, or the family members, estate, heirs, or assigns of the undersigned or others.
4. Each of the undersigned is aware that operation of motorized boat involves serious risks and hazards to the person and property of the undersigned and others.
5. Each of the undersigned understands that these risks and hazards include, but are not limited to, death, drowning, mutilation, decapitation, maiming, heart attacks, and injury to bones, joints and muscles.
6. Each of the undersigned parties is voluntarily participating in these activities with knowledge of the dangers involved and hereby agrees to accept any and all inherent risks of and assume full responsibility for any property damage, personal injury, or death to the undersigned or others.
7. Each of the undersigned, jointly and severally, also agrees to indemnify and hold harmless the Released Parties from any and all liability or claims made by other parties as a result of my actions in any way relating to use or operation of the Owner's motorized boat.

### By executing this Waiver each of the undersigned parties certifies and agrees as follows:

I understand that this release extends to claims arising on and after the execution hereof of any nature and kind whatsoever, known or unknown, suspected or unsuspected, except as expressly set forth above, and that the facts in respect which this release is given hereafter may prove to be different than the facts now known or believed. I have read this form and fully understand that by signing this form, I am giving up certain legal rights and/or remedies.

1. Renter Signature	Date	Driver's License #
2. Renter Signature	Date	Driver's License #
3. Renter Signature	Date	Driver's License #

## Damage Deposit

Your damage deposit of \$300.00 will be held for the duration of your rental at which time it will be refunded to you in full. If there is damage to the prop, lost, broken, or damaged inventory items, late returns, excessively unclean boats, or any damage resulting from negligent or irresponsible operation of or activity on the boat, outstanding charges will then apply.