



**THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA**
15 Township Hall Road
STONECLIFFE, ONTARIO, K0J 2K0

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MUNICIPAL RECREATION EQUIPMENT RENTAL AGREEMENT

The borrower accepts the use of the equipment, as is, in good condition and accepts full responsibility for care of the equipment while under his or her possession. The borrower agrees to return the equipment in clean, undamaged condition to avoid any charges for repair, maintenance or replacement. Clean condition means normal wear and tear is accepted, however, damaged equipment will be repaired or replaced at the borrower's expense. Please report any unusual damage upon return of the equipment.

Transport Canada has implemented minimum safety equipment requirements, based on boat length and type, which the municipality does not provide. It is up to the borrower to ensure they have the required minimum safety equipment when borrowing municipal equipment. For more information please visit:

<https://www.tc.gc.ca/en/services/marine/documents/tp511e.pdf>

I hereby acknowledge and agree to the following rental agreement terms and conditions. I understand that:

____ I have inspected and agree that the equipment I am signing out is provided clean and in proper working condition and must be returned in the same condition.

____ It is my responsibility to pay for equipment that is returned damaged or destroyed. Credit cards will be required as security for larger, more expensive equipment and may be used if payment is not made in the case of damaged or destroyed equipment, or equipment not being returned.

____ I am responsible for the equipment. I agree to take responsibility to replace any equipment that is lost or stolen while under my control and custody.

____ Protective equipment (helmets and life jackets) are offered and recommended as a part of the rental contract. Those who decline to borrow and/or wear protective equipment have done so at their own will and risk. **(The municipality does not provide the equipment required under the Minimum Safety Equipment Requirements legislated by Transport Canada. It is my responsibility to ensure I have the required safety equipment while using municipal recreation equipment.)**

____ Equipment that is loaned out is intended for the borrower and those under their care and control only. I agree that I am responsible for any other people who may use the equipment while signed out under my name.

____ Even though the equipment is maintained under the United Townships of Head, Clara and Maria, it is my responsibility to check equipment before use for safety purposes.

____ If equipment cannot be returned by the date specified in the agreement, I will call the Township Office prior, in order to give notice and make alternate arrangements.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Assumption of risk: I understand and acknowledge that borrowing and using the recreational equipment owned by the United Townships of Head, Clara & Maria carries hazard and risk. The specific risks vary from one activity to another. Risks include but are not limited to: minor injuries such as scratches, bruises, sprain and strains; major injuries such as eye injury or loss of sight, joint or back injuries, spinal and head injuries, heart attacks, and concussions; catastrophic injuries including paralysis and potentially death and loss of or damage to property. I understand the hazards and risks associated with

borrowing and using the recreational equipment owned by the United Townships of Head, Clara and Maria and hereby accept full responsibility for all risk of injury or loss of life to myself and my authorized users, and the loss of or damage to property which may arise out of borrowing this equipment.

Waiver of Liability and Release Agreement: In consideration of being permitted to borrow the recreational equipment owned by the United Townships of Head, Clara and Maria, I specifically release and forever discharge the United Townships of Head, Clara & Maria, its officers, employees, contractors, members, volunteers and agents from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while borrowing the recreational equipment. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of the Municipality of the United Townships of Head, Clara & Maria, its officers, employees, contractors, members, volunteers and agents. It is my intent by the Waiver of Liability and Release Agreement to release the United Townships of Head, Clara and Maria and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of the United Townships of Head, Clara and Maria, or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs while engaged in borrowing and using the recreational equipment, I will have no right to make a claim or file a lawsuit against the United Townships of Head, Clara and Maria, its officers, employees, contractors, members, volunteers and agents.

Acknowledgement of Understanding: I have read the assumption of risks and waiver of liability and release agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Informed Consent: I fully agree to indemnify and hold harmless the Municipality of the United Townships of Head, Clara & Maria from any claims for loss, damage, injury or expense associated borrowing its recreational equipment and participating in its associated activities.

I declare that I am 18 years of age or older and have read and understood the terms of this release and waiver; OR

I am 18 years of age or older, have read and understood the terms of this release and waiver and am signing this equipment out for others under my care and control, accepting liability for their use on their behalf.

I have read, and I agree to the terms and conditions above

Equipment: _____

Received in good repair: _____

Equipment Sign-out Date: _____

Equipment Return Date: _____

Equipment returned in good repair: _____

Name _____ Witness _____

Signature _____ Signature _____

Date _____ Date _____

Municipal Staff _____ Date _____

(Please return completed forms to the municipal office.)