



Stand-Up Paddleboard Demo/Rental WAIVER

READ CAREFULLY – FITNESS WAREHOUSE LTD. WAIVER & RELEASE OF LIABILITY

In consideration of Fitness Warehouse Ltd. furnishing services and/or equipment to enable me to participate in Stand-Up Paddleboarding I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Fitness Warehouse Ltd. equipment and my participation in Fitness Warehouse Ltd. activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Fitness Warehouse Ltd.; the negligence of participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes.

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, standing up on the board, equipment coming off and hitting the user, slipping and falling on wet, slippery, or moving surfaces, being hit by another vessel, lightning or storms, being hit by a towed person or object, hitting a submerged object such as a log, hitting a dock, pulling or tearing a ligament or muscle, puncturing an ear drum, and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Fitness Warehouse Ltd, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Fitness Warehouse Ltd and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Fitness Warehouse Ltd equipment or my participation in Fitness Warehouse Ltd activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Fitness Warehouse Ltd. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Fitness Warehouse Ltd or its agents is a party shall be either the City of Regina and it’s surrounding lakes and rivers in the Regina and surrounding area region.

I know how to swim. I agree no one else will use this equipment without them filling out a release form. The renter or demo participant assumes responsibility for any damages to the rented equipment and agrees to pay for repairs or replacements that may be necessary if lost, broken, or stolen at the discretion of Fitness Warehouse Ltd. The board is not to be rented, leased or sold by renter.

IMPORTANT: I HAVE ALLOWED MYSELF SUFFICIENT TIME TO READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE FITNESS WAREHOUSE LTD FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature (The Renter)

Date

Print Name