

## Yoga You4ia SUP Rental Agreement

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Drivers Licence Number: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expiry: \_\_\_\_\_ CVV: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_

Signature for Credit Card: \_\_\_\_\_

### Rental Rates

(All prices Include GST)

Item	Quantity	Price Per Day <small>All prices include GST</small>	Number of days	Total
Paddle Board		\$50		\$
Paddle		included		\$0
Center Fin and Screw		included		\$0
Side Fins (set of 2) and allen key		included		\$0
Tether		included		\$0
Life Jacket		\$10		\$
Anchor		\$10		\$
Dry Bag		\$10		\$
Universal Roof Rack and Tie Downs		\$20		
Entire Trailer (includes 12 of all above items)		\$550		\$
Total				\$
Duration and Quantity Discount <i>2 or more days or 4 or more boards receive 10% off</i>			10%	
Total				\$

## Equipment damages

### Fee schedule

When engaging in the rental or use of Yoga You4ia SUP equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement cost for any damage or theft that may occur to equipment during the rental period. Should I damage any equipment, I agree to the following fee schedule. This includes but is not limited to:

Item	Quantity	Replacement Fee	Total
Paddle Board - <i>any damage beyond normal wear and tear will be considered a total loss</i>		\$2000	\$
Paddle		\$200	\$
Center Fin		\$100	\$
Center Fin Screw		\$20	\$
Side Fins (set of 2)		\$100	\$
Side Fins allen key		\$20	\$
Tether		\$50	\$
Life Jacket		\$80	\$
Anchor		\$50	\$
Dry Bag		\$50	\$
Universal Roof Rack and Tie Downs		\$300	\$
Total			\$

## Trailer Equipment damages

### Fee schedule

When engaging in the rental or use of Yoga You4ia SUP equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement cost for any damage or theft that may occur to equipment during the rental period. Should I damage any equipment, I agree to the following fee schedule. This includes but is not limited to:

Items	Quantity	Damage Fee	Total
Trailer dents and scratches larger than 3 inches		\$100	
Trailer sheet metal puncture		\$1000	
Trailer returned unwashed		\$100	\$
Trailer jack		\$150	\$
Missing spare tire		\$200	\$
Un-repaired Flat Tire		\$100	\$
Hitch Receiver		\$100	\$
Hitch Lock		\$80	\$
Tire Chocks (Per Set)		\$50	\$
Trailer locks and Keys		\$100	\$
Trailer and contents total loss		\$50,000	\$
Total			\$

## Indemnity

### **Waiver of Liability and release of claims for personal injuries, property damage, or other legal or equitable claims.**

I, \_\_\_\_\_ (renters full legal name) hereby acknowledge that Paddle Boarding is a POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and/or death and/or property damage. I FURTHER ACKNOWLEDGE THAT Yoga You4ia Inc. rents paddle boards and does not provide instruction, guidance, or any information regarding any activity involving the rental equipment we intend to use.

I, \_\_\_\_\_ (renters full legal name) hereby release, waive and discharge Yoga You4ia Inc, its directors, officers, shareholders, employees, contractors and agents (collectively, the “**Releasee**”) from, and agree that the Releasee is not to be held liable for any personal injury, property damage caused by my activity, as the Releasee is acting as a facilitator and providing only the equipment needed to perform or participate in said activity. I release any and all claims against the Releasee. I ASSUME ALL LIABILITY and risk of personal injury, death, or property damage, and separately INDEMNIFY and SAVE and hold HARMLESS the Releasee from any and all claims that may be brought against the Releasee in connection with this agreement and agree that this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasee, including the compounding of injuries that may be caused by, but not limited to improper rescue procedures.

**Note: This Waiver of Release of Liability Agreement is intended to be a legal binding document. Read this waiver carefully and completely.**

You may wish to contact a lawyer to obtain advice about this document. By your signature on this Waiver and Release of Liability Agreement, you indicate your acceptance of all the terms and conditions below. Yoga You4ia Inc. has arranged for you to rent a Paddle board and/or participate in a SUP Yoga class. All persons renting and/or using rented items, such as Paddle boards or any other equipment, participating in paddle board and/or SUP yoga classes or other events by Yoga You4ia Inc. are required to sign and agree to the terms of this Waiver and Release of Liability Agreement prior to rental. IN CONSIDERATION of, and as an express condition to, your rental or use of a paddle board from the company, the undersigned hereby agrees to the following: The undersigned is aware that paddle boarding is an activity that involves risk of injury or even death. The undersigned is aware that there is a risk of negligence by Yoga You4ia Inc. or its agents or assigns, including the failure by Yoga You4ia Inc. or its agents or assigns, to safeguard or protect me from or warn me of risks, dangers and hazards of paddle boarding or any other type of water activity. I freely accept and fully assume all risks, dangers and hazards associated with participating in paddle boarding, rental or other events and possibility of loss, personal injury or death resulting therefrom. These risks may include property damage, personal injury and death, which may result in part from turbulence, mechanical or equipment malfunctions, vehicular accidents, risk of drowning, water, reefs, rocks, serious laceration or other accidents. The undersigned, after careful consideration, expressly assumes these risks and agrees to release the Releasee and its affiliates, members, associates, drivers and independent contractors from any and all liability associated with these risks. The undersigned hereby holds harmless and indemnifies the Releasee and its agents and affiliates from any and all liability for any property damage or personal injury to any third party resulting from my participation in a

paddle board yoga class, rental or event. The undersigned hereby WAIVES AND RELEASES ANY AND ALL LAWSUITS, CLAIMS AND DEMANDS OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT, PERSONAL INJURY, DEATH or OTHERWISE, WHETHER OR NOT IMMEDIATELY APPARENT, which the undersigned may, now and forever, have against the Releasee and its affiliates resulting, directly or indirectly, from the participation in a Paddle board yoga class, rental or events and all actions related thereto. The undersigned hereby acknowledges that he/she is responsible for their own suitability to Paddle or participate in water sports and is hereby strongly encouraged to consult a physician prior to participating should they have any concerns such as, but not limited to, pregnancy or physical impairment; including but not limited to swimming ability in Canada.

**Initial Here:** \_\_\_\_\_

This Waiver and Release of Liability Agreement shall be governed and construed by the laws of Alberta, Canada. Any litigation pertaining to this Waiver and Release of Liability Agreement shall be held exclusively in Alberta, Canada with the prevailing party being entitled to collect reasonable solicitor/client fees, cost, and expenses from the non-prevailing party. The undersigned voluntarily submits to the exclusive jurisdiction of provincial and federal courts in Alberta, Canada and waives any and objections to the jurisdiction or proper forum of such courts. If any provision of this Waiver and Release of Liability Agreement shall be held unenforceable or void, it shall be separable from the remaining provisions and shall not affect their subsequent enforceability or validity. By signing below, the undersigned has read, considered and expressly agreed to all of the terms and conditions of this Waiver and Release of Liability Agreement as of the date written below. This Waiver and Release of Liability Agreement shall be effective and binding upon the undersigned's heirs, next-of-kin, executor, administrators, and representatives in the event of death or incapacity. I have read this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement, fully and understand the terms, understand that I have given up substantial rights by executing this document, and I am aware of its legal consequences, and have executed it freely and voluntarily, without inducement, assurances, or guarantees made to me and intend my signature to be complete and unconditional release of liability to fullest extent allowed by law and further agree to save and hold harmless said releases.

I am over the age of 18 and I have read and understood the above:

Full Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

- By checking this box you have indicated you have read and agree to the waiver above. Only persons of 18 or older can sign this waiver.