

Killer's Cove Power Boats		This Co-signed section of Rental Boat Safety Checklist Proof of competency		
_____ 17' Logic	50 HP	gross weight allowance	630 lb	Max persons signed 5
_____ 18' Glastron boat	135 HP	gross weight allowance	1100 lb	Max persons signed 6
_____ 18' Fourwinns boat	90 HP	gross weight allowance	1300 lb	Max persons signed 7
_____ 19' Glastron boat	190 HP	gross weight allowance	1150 lb	Max persons signed 8
_____ 26' Campion	300 HP	gross weight allowance	1500 lb	Max persons signed 9
_____ 21' Fourwinns boat #1	260 HP	gross weight allowance	1500 lb	Max persons signed 11
_____ 25' Legend	115 HP	gross weight allowance	1700 lb	Max persons signed 12
_____ 24' Prince Craft	75 HP	gross weight allowance	2000 lb	Max persons signed 14
_____ Suntoon	90 HP	gross weight allowance		Max persons signed 14
_____ Bentley	150 HP	gross weight allowance		Max persons signed 16
_____ 25' Bennington	330 HP	gross weight allowance	2250 lb	Max persons signed 17

VESSEL - HULL #			PERSONS ON BOARD Adults - Children
BC 4092458 = Benington	BC 649579 = Fourwinns # 2	C11803 BC = Glastron #4	
BC 1272394 = Suntoon	BC 1690209 = Fourwinns # 3	C11802 BC = Glastron #5	
C02777 BC = Princecraft	C10985 BC = Logic #1	BC 1039348 = Glastron #6	
BC 2737710 = Legend #7	BC 475658 = Campion	BC 2448854 = Glastron #8	
5H1546 = Fourwinns #1	BC 8753440 = Bentley	BC 1438778 = Fourwinns #4	
BC 5273839 = Legend #9			

Rental time out _____ Return time _____ Date _____ Picture ID # _____

I HAVE READ AND UNDERSTOOD THE COAST GUARD RENTAL BOAT SAFETY CHECK LIST AND HAVE ACKNOWLEDGED MY UNDERSTANDING OF THE BOATING SAFETY RULES AND OPERATION OF THE BOAT.

Driver print name _____ Sign name _____ Weight _____

Alternate driver _____ Sign name _____ Weight _____

Alternate driver #2 _____ Sign name _____ Weight _____

Emergency contact name _____ Phone _____

Staff print name _____ Sign name _____ Date _____

PASSENGERS LIST MUST be signed by renter and all occupants of the boat. Parents of guardians must sign for passengers under 19 years of age.

1. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
2. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
3. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
4. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
5. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
6. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
7. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
8. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
9. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
10. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
11. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
12. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
13. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
14. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
15. PRINT NAME _____	SIGN NAME _____	WEIGHT _____
16. PRINT NAME _____	SIGN NAME _____	WEIGHT _____

TOTAL WEIGHT _____

DURATION



RENTAL BOAT SAFETY CHECKLIST

A safety checklist from Transport Canada and this Rental Company.

	<input type="checkbox"/> I confirm that there are enough lifejackets of the proper size for all people on board.		<input type="checkbox"/> I have been made aware of any buoys and signage I may encounter in the area and know their meaning.
	<input type="checkbox"/> I understand that each person on board should wear a lifejacket at all times.		<input type="checkbox"/> I have been informed of local hazards that present a risk such as shallow water, submerged objects, currents and weather patterns.
	<input type="checkbox"/> I confirm that all required safety equipment for this type of boat is available, in good working condition and easy to access.		<input type="checkbox"/> I have been made aware of local rules and restrictions, such as speed limits and off-limit areas.
	<input type="checkbox"/> I understand when and how to use the safety equipment on board this boat.		<input type="checkbox"/> I will maintain a proper lookout for other boats, hazards to navigation and weather changes.
	<input type="checkbox"/> I understand that using alcohol and/or other drugs may affect my ability to operate this boat safely.		<input type="checkbox"/> I will operate this boat at speeds that are safe for conditions.
	<input type="checkbox"/> I will not operate this boat or allow anyone else to operate this boat, or ride on, while under the influence of alcohol and/or other drugs, including passengers prior to departure.		<input type="checkbox"/> I will remain clear of swimmers and will avoid creating any hazard that may affect people, wildlife, properties and other boats.
	<input type="checkbox"/> When crossing the path of another boat, I will yield (give way) to the boat on my right, (starboard).		<input type="checkbox"/> I will obey all signage and buoys.
	<input type="checkbox"/> IF I OR THE OTHER BOAT FAIL TO ACT, and there <i>is</i> a threat of a collision, it is <i>my</i> responsibility to slow down, steer away and/or stop.		<input type="checkbox"/> I will not allow swimming, diving, sliding, or jumping from or near the boat unless the motor is off, the keys are removed, and the propeller has stopped.
	<input type="checkbox"/> When I meet another boat head-on I will steer to the right side (starboard).		<input type="checkbox"/> I know the actions to take should dangerous weather occur.
	<input type="checkbox"/> When overtaking another boat, I will pass to either the port (left) or starboard (right) side at a safe distance.		<input type="checkbox"/> I will not allow guests to sit on the swim platform sides, rear or front of boat especially on pontoon boats. (Falling between the pontoons will direct person into the propeller).
	<input type="checkbox"/> I will yield (give way) to all non-motorized boats, including sailboats, canoes and kayaks. I will also stay clear of large commercial vessels.		<input type="checkbox"/> I know the actions to take if anyone falls overboard, if the engine breaks down, or if the boat runs aground or capsizes.
	<input type="checkbox"/> I know how to start and stop the engine, operate the throttle/gear shift, and safely manoeuvre this boat.		<input type="checkbox"/> I know that I am required to stop and offer assistance in case of an accident or distress call.
	<input type="checkbox"/> I have been shown the engine cut-off device and understand how to use it.	<input type="checkbox"/> I will not exceed the maximum load for this boat, which is: _____ People _____ kg/lb People + Equipment	<input type="checkbox"/> I will evenly distribute people and equipment on board.
	<input type="checkbox"/> I have been shown safe fuelling procedures for this boat.	<input type="checkbox"/> I will ensure that guests use caution when the boat is in motion.	<input type="checkbox"/> I will instruct my guests to keep a firm grip on the boat and stay low if they need to move about.
	<input type="checkbox"/> This boat's unique handling characteristics have been explained to me.	<input type="checkbox"/> I am aware of the dangers of cold-water shock and hypothermia and know what to do if anyone falls into cold water.	
	<input type="checkbox"/> I am aware of how to depart and approach the dock in a safe manner.		
	<input type="checkbox"/> I will anchor this vessel from the front (bow).		
	<input type="checkbox"/> I am aware of the Carbon Monoxide (CO) danger zones on this boat and will take precautions to prevent CO poisoning.		
	<input type="checkbox"/> I know how to get help if there is a mechanical breakdown or other emergency.		

Use only if Towing is Permitted

I will ensure that all gear is stowed safely when not in use.

I will only use this boat for two sports when there is a lookout in addition to the boat operator and a seat for every person being towed.

Those being towed must wear a lifejacket.

I will ensure that anyone being towed remains at least 10 metres from the boat while the engine is running.

I will not engage in tow sports after dark.

RELEASE AND INDEMNITY AGREEMENT AND CONDITIONS OF USE

In consideration of the above business permitting me to use and/or operate and/or be a passenger in a rental boat and use its docks, parking and other facilities associated with the above business, I hereby acknowledge and agree with the above noted business as follows:

- That I am aware there are many **RISKS, DANGERS, AND HAZARDS** associated with access and the use and operation of boats and related equipment (including fishing gear, boating toys, etc) including but not limited to wet or icy condition of docks, failure of a boat's engine and hull equipment, fire, theft, sinking, capsizing, changing weather and sea conditions, including tides, currents, waves, rocks, floating debris, other vessels (including collision with other vessels or their waves) whether or not caused by the fault of negligence of other vessels or their operators or by the above noted business or by any other person. I freely accept and assume all such risks, dangers, and hazards and also accept and fully assume the possibility of personal injury, death, property damage or loss resulting from such risk, dangers and hazards.
- TO ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS IN CONNECTION WITH THE USE OF THE ABOVE NOTED FACILITIES AND USE OR OPERATION OF A BOAT.**
 - observe safe boating practices at all times
 - observe all caution signs and other notices posted in boats or around the above noted facilities
 - ensure no person boards the boat unless that person has been identified to the above noted business and has signed a copy of this release and indemnity agreement and condition of use
 - ensure that the boat is not used for waterskiing or other similar activities.
- TO WAIVE ALL CLAIMS** that I may have against the above noted business and their respective directors, offices, employees, agents or representatives (who are included in the term "above noted business" wherever used herein)
- To release the above noted company from any and all liability for any loss, damage, injury or expense that I or my next of kin may suffer or....as a result of my use of the boat or gear of the above noted business' facilities due, to any cause whatever, including **ANY NEGLIGENCE ON THE PART OF THE ABOVE NOTED BUSINESS.**
- TO ENSURE THAT ALL PERSONS IN THE BOAT RENTED BY ME SIGN THIS RELEASE AND INDEMNITY AGREEMENT AND CONDITIONS OF USE.** In the event that I, as the renter of the boat, allow any person under the age of 18 years or any person who has not signed a Release and Indemnity Agreement and Conditions of Use to occupy the boat or use the above noted business' facilities I accept all responsibility for the safety of such person and agree to hold harmless and indemnify the above noted business from and against any and all claims by such persons.
- THAT THIS RELEASE AND INDEMNITY AGREEMENT** shall be effective and binding upon my personal representatives, by next of kin, executors and administrators in the event of my death or incapacity.
- That any and all legal disputes shall take place within the courts of British Columbia, Canada.

I HAVE READ AND UNDERSTOOD THIS RELEASE AND INDEMNITY AGREEMENT AND CONDITIONS OF USE PRIOR TO SIGNING IT AND AM AWARE THAT BY SIGNING THIS DOCUMENT I AM AFFECTING THE LEGAL RIGHTS AND LIABILITIES OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, EXECUTORS, AND ADMINISTRATORS IN RELATION TO THE ABOVE NOTED BUSINESS.

I AGREE TO PAY FOR ALL EXPENSES INCURRED FROM THE USE OF THIS VESSEL. I AGREE TO ABIDE BY ALL OF THE ABOVE RULES.

- Costs include:
- BOAT AND MOTOR DAMAGE DEPOSIT UP TO \$1500.00
 - OUT OF BOUNDS BOAT RECOVERY FEE @ \$350.00 PER HOUR
 - PROP REPAIR/REPLACEMENT - \$350.00 - \$1500.00
 - BOAT RENTAL FEE AT UP TO DOUBLE THE HOURLY RATE LISTED
 - FUEL COSTS AT THE PUMP PRICE
 - ANY OPERATOR FAILING TO OBEY BOAT SAFETY RULES AS SET OUT ON THE CHECKLIST
 - USING ANY RENTAL CRAFT TO TOW ANOTHER WATERCRAFT, (OTHER THAN TOW TUBES RENTED AT KILLERS COVE RENTALS) WILL RESULT IN FORFEITURE OF THE SECURITY/DAMAGE DEPOSIT.
 - BOATS MAY NOT BE BEACHED
 - NO CASH REFUNDS ON UNUSED RENTAL TIMES**
 - NO WAVES IN SPEED RESTRICTED AREA (\$500 PENALTY)

RENTER _____ Print _____

Address _____

Phone Res _____ Work _____ Picture I.D. # _____

Dated this _____ day of _____ Yr _____

SIGNED _____ please note refund policy is as posted

DEPOSIT ONLY
CREDIT CARD DEPOSITS MAY BE HELD 3-7
BUSINESS DAYS DEPENDING ON YOUR CREDITOR

PERSONS ON BOARD ADULT + CHILDREN

Killer's Cove Boat Rentals LTD
Harrison Hot Springs, B.C.
Canada, V0M 1K0

- SM PEDAL BOAT
- LG PEDAL BOAT
- PADDLE BOARD
- DOUBLE KAYAK
- SINGLE KAYAK
- CANOE

WAIVER AND RELEASE OF LIABILITY

TIME OUT _____ TIME IN _____ DEPOSIT _____ DATE _____

ID # _____

PLEASE COMPLETE THIS FORM AND GIVE IT TO THE ATTENDANT

NAME _____

ADDRESS _____ CITY _____

PROVINCE _____ POSTAL CODE _____

CELL PHONE _____ EMAIL _____

I _____ hereby acknowledge and agree the in consideration of being permitted to rent the vessel or equipment from Killer's Cove Boat Rentals Ltd., including but not limited to kayak, canoe, peddle boat, or paddle boards.

I DO HEREBY RELEASE the organization, its members, officers, directors, employees, contractors, and agents from any liability in respect to all personal injuries, property losses, or other damages which I may suffer arising out of or connected in any way with my participation in the aforesaid paddle sports activities, notwithstanding that such injuries or losses or damage may have been caused solely or partly by the negligence, or breach of contract, or breach of fiduciary duty, of the organization, or any of its members, officers, employees, directors, contractors, or agents; AND I HEREBY specially waive as against the organization, its members, officers, directors, employees, contractors, or agents all claims and causes of action of any kind which I may have with respect to the foregoing;

I FURTHER HEREBY ACKNOWLEDGE AND AGREE;

- A. That paddle sports are dangerous, exposing its participants to many risks and hazards some of which are inherent in the nature of the sport itself, and others which may result from human error or negligence, and as a result of the aforesaid risks, I recognize as a participant, I may suffer serious personal injury or death or property loss as a result of the foregoing, but I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards, and accordingly my preparation for, and participation in the aforesaid paddle sports activities shall be entirely my own risk;
- B. That I understand the neither the Organization nor its members, directors, employees, contractors or agents assume any responsibility whatsoever for my safety during the course of preparation for, participation in, the activities of the organization;
- C. That I clearly understand that the Organization will not permit me to participate in any paddle sports activities unless I sign the Waiver and Release of Liability;

That I have carefully read this waiver and release of liability and I fully understand the same and am freely and voluntarily executing the same;

That I have been given the opportunity to seek independent legal advice prior to signing this Agreement, this requirement I hereby waive;

That I understand that by the signing of this agreement, I will be forever prevented from suing or otherwise claiming against the Organization, its members, officers, directors, employees, contractors or agents for any loss or damage that I may sustain while participation in, or preparing for any of the above-mentioned paddle sport activities, whether or not such losses or injury is cased solely or in part by the negligence of the Organization or any of the members, officers, directors, employees, contractors or agents;

That this Waiver and Release of Liability is binding upon myself, my heir, executors, administrators, personal representative and assigns;

SIGNATURE _____

PASSENGER LIST:

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____