

AnchorsBook Renter & Vendor Agreement:

- **General Conditions**

There are many risks and dangers associated with boating and activities around and in the water.

There are risks of collisions, falls, injuries to spine, arms and legs, pinching, drowning, and death that can arise from the negligence of others, your own negligence, weather conditions, acts of God, water conditions and your own experience and abilities.

For your own safety and the safety of your friends and family who may be participating in your rental activity it is important that you understand the risks and explain and manage them to every member of your party.

- **Acknowledgement of Risks**

I/We acknowledge that the following lists of hazards describe some but not all of the potential risks or injuries while boating. Changing water depth, currents, wave height and direction, boat wake, changing weather, wind, lightning, motion sickness, collision with objects in water, other watercraft, docks & shore walls. Injuries from falls, strain on joints, neck or spine from pounding of waves or collisions. Injuries from capsizing, hypothermia, exposure to water and sun or falling in or from boat. Risks can be reduced or influenced by operator's condition, experience, tiredness, coordination, balance, disability, alcohol or drug impairment, focus and group size. If an operator at any time feels that conditions of the environment have become a hazard to the safe operation, they will return to port immediately. Any owner/vendor listing, operating, or profiting in any form from charters ensure the captain(s) they provide are Transport Canada certified for charters, and carry the appropriate licenses for captaining charters in the province you are in.

- **Assumption of Risk and Liabilities**

I/We agree to assume responsibility for all risks including those listed and others not identified. My participation in the activity is voluntary. All participants in my party have been made aware of the risks and I will be responsible for them. I am not impaired by alcohol or drugs and I do not have any disability or condition that may impair my safe operation of the watercraft. We elect to participate in the rental use in spite of the risks and potential dangers of operation on and around the water. We understand that at the total discretion of AnchorsBook & the watercraft owner this rental agreement can be terminated when and if there is a question as to the competency or condition of the operator or when weather conditions prevent the safe operation of the watercraft. I/We understand that any film, video, photo or image of me/us while operating the rental watercraft may be used for promotional or social media purposes.

Release of Liability

- In consideration for the services provided by AnchorsBook & the **watercraft owner**

* _____ in the rental of a watercraft, I/We for myself and any minor children for which I am a parent or guardian and any guests that I may be entertaining, or any representative or heir agree that AnchorsBook, & the **watercraft owner** * _____ shall have no liability for any injury, death, or damage however caused by operation of the watercraft and I/We release and discharge AnchorsBook, and the **watercraft owner** * _____ and their insurers for any damages or injuries however caused.

Renter waiver/agreement conditions

Our motto is "Easy Watercraft Rentals" but our goal is for you to have a safe yet fun experience.

- Minimum age for rental or charter is 21 years for propeller craft and 25 years for jet craft and Sea Doo's
- A valid driver's license must be presented prior to rental
- A valid boater's license must be presented prior to rental and if not, available renter agrees to complete training module or temporary checklist if vendor offers the option.
- AnchorsBook or the vendor reserves the right to void a rental contract or reservation if in their sole opinion the operator is incapable of operating the craft safely
- Only those people who are entered on to the rental contract and who have a boater's license or have completed the training module/checklist can operate the boat or PWC. Otherwise you must charter
- Damage deposit does not limit the renter's liability in the case of a severe or total loss
- AnchorsBook or the vendor has the right to refuse rental in the event that there is a weather situation that would pose a risk to the renter. This could include limiting the rental agreement to a geographic area or day part or full cancellation. Conditions for weather cancellations include wind speeds or gusts greater than 25 kph or 13 knots and wave heights in excess of 1 meter. Rain or overcast will not normally be a situation that would cancel a rental agreement
- Renter must obey all speed limits, no wake signs and reduce speed close to all shorelines or canal walls. Failure to do so could mean provincial and federal offenses including dangerous operation of a vessel or careless operation of a vessel
- Mandatory safety equipment is included in each rental. Do not remove these from the vessel or PWC unless in an emergency. There is a personal floatation device for each occupant of the vessel and it is recommended that they be used throughout the use
- None of the watercraft rented by AnchorsBook allows for the legal consumption of alcohol. In other words, alcohol use is forbidden and occupants can be charged for such use by the police. Only alcohol usage is if chartering with a captain/crew while anchored.
- As an operator in charge of the watercraft you must be attentive at all times to your actions, your guest's actions and behavior, other boaters, swimmers, objects in water, depth of water and changing weather conditions. Renter will have a cell phone on their person while renting
- We do not allow for towing of tubes or skiers by any watercraft

RENTER MUST SIGN BELOW:

X

Renter