

Guided Canoeing/Kayaking/Stand Up Paddleboard (SUP) Operations Endorsement

This endorsement forms part of the policy to which it is attached effective on the inception date of the policy. It is condition of coverage that at any time Canoeing/Kayaking/SUP Activities are being conducted, **You** will comply with the following operational guidelines:

1. Customers will be fitted with a United States Coast Guard approved personal flotation device. The personal flotation device will be worn and securely fastened by all customers on the watercraft at all times.
2. The Primary/Lead Guide on an expedition or trip must be at least 21 years of age and have two years of guiding experience on the waterways and follow state certificate requirements. Under no circumstances will you conduct or permit any form of contest or racing event at any time.
3. The covered unit is subject to the maximum passenger capacity as designated by the manufacturer and it will be the Canoeing/Kayaking/SUP Manager's responsibility to ensure that the covered unit is maintained and equipped in a **safe and reliable** condition at all times.

Safe and reliable means properly constructed, suitably prepared, properly laden, sufficiently strong and competently equipped (cables, food, water fuel, lights etc) to allow it to safely engage in the trade and activity intended.

4. Customers will be fitted with an industry-accepted helmet and safety equipment. The helmet and safety equipment will be worn and securely fastened by all customers prior to entering the kayak / canoe / SUP.
5. **You will** inspect the unit and all equipment daily, prior to the commencement of activities. **You will** maintain and keep a written log of these procedures. Equipment, which a reasonable and prudent person would consider damaged and worn, so as to create a potential hazard to life or health, will **never** be used in activities. All equipment is to be checked by the insured or employees if the insured prior to use in compliance with manufacturer recommendations and guidelines.
6. **You will** carry out pre-launch checks ensuring (a) the crafts are in proper working order (b) hull is inspected for damage (c) **required safety equipment** is on board.

Required safety equipment includes those items required under all local, state and federal laws.

7. **You will** not allow the use of any unit in any activity which is not a '**Guided Activity**'. Participants **will** be supervised at all times by a guide or an assistant guide, with suitable experience during all times that the facilities are in use.

Guided Activities means that the activity is under the continuous observation and control or supervision of the insured and / or the insured's qualified guides / employees / instructors.

8. **You will not** allow any activity or the use of any unit: (a) prior to sunrise, during dusk or after sunset; (b) without first establishing designated waterways that you are familiar with and that you have approved as safe and appropriate for the activity; (c) beyond these designated boundaries of operations; (d) on class for IV rivers and higher.
9. Each expedition or trip must have one or more guides with the following certifications: Cardiopulmonary Resuscitation, First Aid and Water Rescue. Operators, instructors and employees must be current in CPR and First Aid, possess all relevant skills and knowledge of Unit's operations, including but not limited to; following established guidelines and safe operating procedures, exhibit proficiency in emergency techniques, capable of following instructions for the proper use of safety equipment and able to notify medical personnel. In addition, they must be able to clearly and adequately instruct the participants of proper emergency procedures that are expected of participants.

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Authorised Signature of Insured

Date

10. Kayak/canoe/SUP units may not be rented to any person under the age of 16 years on their last birthday, or the age as designated by law, whichever is greater. Operators of Kayak/Canoe/SUP Units must be at least 16 years of age on their last birthday or the age as designated by law, whichever is greater.
11. It will be the operations manager, guide and/or employee's responsibility to evaluate and determine if weather conditions are favorable for Unit's Operations. You will monitor weather forecasts, visibility, wind predictions and tides. No operator shall knowingly operate the unit in fog, blizzard or hazardous conditions or during a known lightning storm within 5 miles from the Unit's Operations area.
12. Guides, instructors, operators and employees are required to abide by all local, State and Federal laws relevant to the activities.
13. Under no circumstances will activities take place without first informing nearby authorities in accordance with local regulations.
14. Prior to embarkation, participants and passengers shall be given a safety briefing before leaving and before the activity commences. It is the responsibility of the manager to ensure that this safety briefing will be instructive, informative and capture the undivided attention of all operators and should include;
 - a) A description of the activity itself and a description of the things that can go wrong.
 - b) The safety precautions while underway and the procedures in the event of an unexpected emergency.
 - c) The proper use of hand signals.
 - d) Precluding any passenger or participant who appears to be afraid or intimidated prior to using the canoe / kayak / SUP.
 - e) Specific instructions that under no circumstances must any participant pass another participant or any guide / employee.
15. All operators, guides or employees must be equipped at all times with a fully functional and sufficient VHF radio and / or other reliable communications; First Aid Kit, whistle; and an emergency cell phone. All personnel must be aware of this equipment and how it is operated. The site Kayaking / Canoeing / SUP manager or designated / authorized adult employee must be present on site at all times during activities.
16. All concessionaires / bona-fide-sub-contractors must maintain their own insurance for liability as covered under this contract of insurance for amounts and terms not less than stated in the schedule of this contract of insurance.
17. Guide to customer ratios will not exceed ten (10) customers to one (1) guide.
18. All employees will be fully informed of these requirements and will agree to enforce them.
19. All contracts and other documentation required of this policy must be signed and maintained on file for no less than three (3) years including, but not limited to: (a) "Certificate of Understanding and Express Assumption of Risk"; (b) Absolute Assumption of Risk for all damage or injury to self, passengers and all others while property is in renters possession; (c) signed and dated waivers of liability; (d) incident / claim forms.

Failure to comply with any of these conditions of coverage shall automatically void the coverage provided by this policy
In your handwriting, write the following on the lines below: "I have read and agree to follow the above at all times. "

 Authorised Signature of Insured

 Printed or Typed Name of Insured

 Date

GUIDED CANOEING / KAYAKING / STAND UP PADDLEBOARD (SUP) WARRANTY OF COMPLIANCE WITH TERMS

In consideration of the coverage provided, **you** make the following Warranties, which shall be a basis of this insurance. **You** agree that each Warranty is material to **our** decision to insure **you** and that, but for these Warranties, no policy would be issued.

Failure to comply with any one of these Warranties WILL render coverage under this policy null and void in the event of a claim.

'The guidelines set forth in **Your** policy, its related documents and within this form, are to be utilised for underwriting and coverage purposes only and not to be construed as the applicable 'Standards' in the industry or as 'Safety Standards' in any litigation which may arise against the insured.'

YOU WARRANT FOR ALL INSUREDS THAT:

- A. Prior to embarkation, allowing a participant to go aboard the canoe / kayak / SUP or to participate in an activity, each participant and / or passenger will be required to sign the GUIDED CANOEING / KAYAKING / SUP OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter "Release") form provided and approved by us. In the event a participant or passenger is less than 18 years of age, both the participant and his or her parent or (adult) legal guardian must sign the Release.
- B. **You will** ensure that both the 'Release' and 'Declaration Of Fitness' forms, provided and approved by **us**, are fully and accurately completed.
- C. Prior to embarkation, allowing a participant to go aboard the watercraft(s) or to participate in an activity, **you will** provide a pre-activity safety briefing to each and every participant, including but not limited to adequate instruction on the safe use and operation of the equipment, explanation of local and State laws and requirements, verbal warnings of assumed risks, and that no use of alcohol or drugs is allowed.
- D. **You will not** allow any passenger(s) or Guided Canoeing / Kayaking / SUP participant(s) to (a) board the watercraft(s) when **you** know, suspect or believe that those individuals are or may be under the influence of alcohol or drugs (b) take or consume alcohol or drugs on board the watercraft at any time.
- E. All Sections detailed in the 'Guided Canoeing / Kayaking / SUP Endorsement' will be strictly adhered to at all times during the course of Guided Canoeing / Kayaking / SUP and activities conducted by **you**.

It is hereby understood and agreed that if any activity takes place, without full compliance by you with all Warranties set forth above, the insurance coverage provided by the Policy shall be null and void. All other terms, conditions, limitations and exclusions remain unchanged.

I am either the owner of the business, or am authorised to sign on behalf of the **designated insured**, whether a partnership, corporation, or other form of organisation, which has applied for Comprehensive General Liability Insurance. By my signature below, I attest to the fact that I have read, understood, and agree to the stated terms, conditions and Warranties that are part of this endorsement. If insurance is offered to **us** this signed agreement will form a part of the policy.

Submission to the insurer of this form or other information does not obligate the insurer to provide all, or any of, the insurance requested not obligate **us** to purchase the insurance offered. However, if insurance is placed, **we** acknowledge that failure to abide by the terms of this agreement may lead to suspension of coverage, denial of coverage, and defense under this policy.

Authorized Signature of Insured

Date

Printed or Typed Name of Insured

Title

CANOE / KAYAK / STAND UP PADDLEBOARD (SUP) TOUR RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Canoe/Kayak/SUP Tours and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with canoeing/kayaking/SUP activities, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized in canoeing/kayaking/SUP is significant including the potential for permanent disability and death.
2. Canoe / kayak / SUP rollovers that may cause cuts, broken bones and other injuries including death.
3. Exposure to water hydraulics, hidden or obvious obstructions, and/ or debris found in rivers can cause drowning or other harm.
4. Possible equipment failure and/or malfunction of my own or others' equipment.
5. Running into objects, persons or animals including but not limited to fallen skiers, jet-skis, barely submerged logs and stumps and other hazards that are not visible.
6. Carbon monoxide exposure and/or poisoning from your vessel or others' vessels.
7. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of - _____, including but not limited to operator error.
8. Hazards related to canoeing / kayaking / SUP which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of the body upon the water, upon rocks, injection of water into my body orifices, marine life forms, and/or drowning.
9. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
10. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
11. Attack by or encounter with insects, reptiles, and/or animals.
12. Accidents or illness occurring in remote places where there are no available medical facilities.
13. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
14. My sense of balance, physical coordination, and ability to follow instructions.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in Canoe / Kayak / SUP Tours and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.**

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent or adult legal Guardian (Please Print)

Date

Minor's Full Name

Date

