

RENTAL 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 Rental Operations are being conducted, **You** will comply with the following operational guidelines:

1. Hard hats and safety equipment must be offered to all renters / users. A "protective headgear refusal" waiver and release of liability, provided by us, recognizing the dangers of riding without hard hats, must be signed by and obtained from each renter/user declining the use of one. A parent or guardian's signature must be obtained for riders under 18 years old declining to use a helmet.
2. The minimum age for renters/users of rental equipment is 18 years. A parent or guardian must sign the waiver and/or release for any person under 18 years of age.
3. You will inspect all equipment daily, prior to the commencement of activities. You will maintain and keep a written log of those 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 any activities. All equipment is to be checked by the insured or employees of the insured prior to use in compliance with manufacturer or governmental recommendations and guidelines.
4. No piece of equipment may carry more renters/users than it was originally intended to carry.
5. All employees and independent contractors will be fully informed of these requirements and must agree to enforce them.
6. Passengers and rental participants shall be given a safety briefing prior to departure and before the rental activity commences. It is your responsibility to ensure that this safety briefing will be instructive, informative and capture the undivided attention of all participants and should include:
 - a) A description of the activity itself.
 - b) The safety precautions while underway.
 - c) The procedure in the event of an unexpected emergency.
 - d) The proper use of hand signals where applicable.
 - e) Precluding any participants who appear to be afraid or intimidated prior to their activity.
 - f) Each renter/user must be instructed in elementary riding safety and proper use of the equipment.
7. Guides, instructors and employees are required to abide by all local, state, and federal laws relevant to the activities.
8. Under no circumstances will you conduct or permit any form of contest or racing event at any time.
9. 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.
10. 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

RENTAL OPERATIONS 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 use the equipment to participate in any activity, each participant and / or passenger will be required to sign the 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 allowing a participant 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 participant(s) to (a) use the equipment 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 during activities at any time.
- E. All Sections detailed in the 'Rental Operations Endorsement' will be strictly adhered to at all times during the course of 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 Commercial 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 defence under this policy.

Authorised Signature of Insured

Date

Printed or Typed Name of Insured

Title

RENTAL OF BOATS, SAILBOATS, PONTOON BOATS, HOUSEBOATS, KAYAKS, CANOES, PADDLE BOATS, BOOGIE BOARDS, TUBES, WATER TOYS, WINDSURFERS, STAND UP PADDLE BOARDS AND BEACH EQUIPMENT 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 boats, watercrafts, and water accessories.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with boats, watercraft, and water accessories, 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 is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. Hazards related to boats and water activities 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, drowning, injury and/or death.
4. 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 until it's too late.
5. Carbon monoxide exposure and/or poisoning from my vessel or others' vessels.
6. My own negligence and/or the negligence of others, including but not limited to operator error.
7. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, rising water, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
10. Attack by or encounter with insects, reptiles, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

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

Participant agrees to inspect all equipment before use and ask questions of facility employees if participant does not fully understand how to use and/or operate the equipment or facilities. Participant accepts any equipment AS IS and agrees to return any equipment before use that is believed by participant to be damaged or defective for replacement or repair. Participant accepts full responsibility for the care of the equipment and agrees that participant is responsible for the replacement at full retail value if any equipment is damaged or not returned.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) 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

RENTAL OF BICYCLES, SKATES AND ROLLERBLADES 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 bicycles, skates and rollerblades.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with bicycles, skates and rollerblades, 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 is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. I AGREE THAT I WILL WEAR A HELMET AT ALL TIMES. However, a helmet cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Changes in terrain, snow surfaces, ice, bare spots, rocks, stumps, debris, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of all others, including but not limited to operator error.
6. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
7. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
8. 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.
9. Attack by or encounter with insects, reptiles, and/or animals.
10. Accidents or illness occurring in remote places where there are no available medical facilities.
11. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
12. 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.**

Participant agrees to inspect all equipment before use and ask questions of facility employees if participant does not fully understand how to use and/or operate the equipment or facilities. Participant accepts any equipment AS IS and agrees to return any equipment before use that is believed by participant to be damaged or defective for replacement or repair. Participant accepts full responsibility for the care of the equipment and agrees that participant is responsible for the replacement at full retail value if any equipment is damaged or not returned.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to use the rental equipment, 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 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

Name of Minor (Please Print)

Date

