

# Conditions of Kayak Rental and Transportation

## Conditions of Kayak Rentals

Wherever used herein, the term "Equipment" shall include any Equipment rented from The Moresby Explorers Ltd ("Moresby Explorers"). The renter understands and agrees that the Equipment described in this contract remains the property of Moresby Explorers and that if the customer should fail to return said Equipment to Moresby Explorers within the time provided in this contract Moresby Explorers may assume the Equipment is stolen and take all appropriate steps to recover their loss.

**Acknowledgement:** The renter is familiar with the proper use of the Equipment and fully understands its use and function.

**Responsibility for Damage or Loss:** The renter agrees to return the Equipment in the same good condition as when received. If the equipment is lost, destroyed or damaged beyond repair, in the judgement of Moresby Explorers or its employees, the renter agrees to pay Moresby Explorers the value of the Equipment. All repairs needed as a result of the use of the Equipment will be performed at normal labour rates and the cost of such repairs, including all parts, shall be paid by the renter. Moresby Explorers will be entitled to charge the renter's credit card the cost for such damage, repair, or replacement. Regardless of the party at fault, the renter agrees to be responsible for the damage or loss of the Equipment.

**Customer Liability:** The renter shall assume liability for any and all damage or loss to personal property, accident/injury to themselves or other persons related to the rental or the Equipment.

**Deposit:** Moresby Explorers requires a damage deposit in the form of a credit card number. If any action is brought to enforce any of the terms or conditions of this agreement, or to recover any sums due hereunder, they must be brought in the province of British Columbia and the renter agrees to pay all attorney fees, court costs, or other expenses.

**Late Return Fee:** An additional fee will be charged for each day customer keeps Equipment after the return date specified on this contract.

RENTER AGREES TO NOT DRAG OR PUSH KAYAKS ON THE BEACH.

RENTER AGREES TO NOT LIFT KAYAKS WHEN HEAVILY LOADED UNLESS SUPPORTED FROM BELOW BY ROPES OR STRAPS.

RENTER AGREES TO RETURN THE KAYAK AS CLEAN AS POSSIBLE WITH ALL ASSOCIATED EQUIPMENT PLACED INSIDE THE KAYAK.

Signed \_\_\_\_\_

Dated \_\_\_\_\_

## Conditions of Transportation

In order to be transported by The Moresby Explorers Ltd, you must read and understand the conditions below. You must sign and return this document to our office (fax, email or in person at time of transport). **Please read this document before finalizing your reservation with us.**

- You will take full responsibility for planning your kayak trip and you will not rely on information or advice provided by The Moresby Explorers Ltd or its employees. Although we will try to answer your questions to the best of our abilities, you are responsible for deciding on your route and making decisions while on your trip.
- You must be familiar with ocean kayaking and the navigational, camping and survival skills necessary for travel in wilderness areas. You will be travelling in a remote area where emergency services are not readily accessible.
- You must provide your own navigational equipment (such as marine charts and compass). We do not supply or rent charts.
- You are responsible for making reservations and paying fees to Gwaii Haanas National Park Reserve and Haida Heritage Site prior to your trip. You must provide Moresby Explorers with your registration number if you are being dropped off in Gwaii Haanas. You must arrive on the islands at least a day prior to your trip in order to do a Gwaii Haanas orientation session prior to your trip.
- You are aware that communication in the Gwaii Haanas/Moresby Island area is mainly by VHF radio and will carry a radio on your trip.
- The times given by Moresby Explorers for drop offs and pick ups are approximate and any plans you make for travel or other activities should take into account the possibility of delays and changes to pick up times. We will not get you back in time for a flight out of Sandspit on the day that you are picked up. We may not get you back in time for a ferry that evening. Plan to travel the next day if possible. We will not necessarily inform you in advance of changes to pick up times. Please be prepared to wait on the beach and if the weather is bad, keep a tent or tarp set up until you see us coming.
- You must agree on a pickup location before your trip, and there may be additional costs if you change your plans after you have confirmed with us. If you are picked up further north than originally agreed, the cost of transportation will not necessarily be reduced. If you are picked up further south than originally agreed, the additional costs may be greater than the standard cost per person that we advertise.
- Expect to spend a lot of time loading the Zodiac and organizing gear on the day you are dropped off, as well as unloading gear and kayaks at your drop off point. It is likely you will not be able to do much paddling on your first day.
- You must be prepared to travel on an open Zodiac boat which can be extremely wet and cold. You must dress very warmly for the boat ride. The boat ride can be bumpy, so if you have any serious back or neck trouble, you should discuss it with us prior to booking.

I have read and understand this document and accept these statements as conditions of the transportation service provided by The Moresby Explorers Ltd.

Signed \_\_\_\_\_

Dated \_\_\_\_\_