



JLHOA Watercraft Use and Rental Waiver Agreement

This Agreement is entered into between the undersigned resident (“Resident”) and the **Jensen Lakes Homeowners Association (JLHOA)**, effective as of the date signed below.

1. Eligibility & Membership Requirements

- Only residents with valid JLHOA membership cards may rent or use JLHOA watercraft.
- Residents must leave their membership cards with JLHOA staff during the rental period.
- Minimum age for rental is **16 years**. Proof of age may be required.
- **Nannies and other childcare providers are not permitted to rent watercraft** under any circumstances.

2. Guest and Minor Use

- Guests may only use JLHOA watercraft when the equipment is rented by an eligible member in good standing.
- If a watercraft is signed out for a **minor under 16** and/or a **guest**, the **Resident** accepts full responsibility for:
 - Supervising the user and the watercraft at all times;
 - Remaining on the water in the same or another watercraft within reasonable proximity;
 - Ensuring compliance with all JLHOA rules and safety protocols

3. Assumption of Risk

I, the undersigned, acknowledge and agree:

- Water-based activities, including use of paddleboards, kayaks, and other watercraft, involve **inherent risks**, including injury, drowning, property damage, or death.
- I voluntarily assume all risks, whether foreseen or unforeseen, including those due to weather, equipment failure, or actions of others.
- I am responsible for ensuring that any guests or minors I supervise understand and follow all JLHOA safety rules.

4. Waiver and Release of Liability

To the fullest extent permitted by law, I hereby **waive, release, and discharge JLHOA**, including its directors, officers, employees, agents, and volunteers from any and all claims, demands, liabilities, or causes of action arising from:

- Injury, illness, or death;
- Damage to personal property;

Please visit www.jensenlakeshoa.ca for further information and updates.

OR

Send us an email with your inquiry to: info@jensenlakeshoa.ca



- Any claims related to minor or guest use of JLHOA watercraft under my supervision;

This release includes claims resulting from the **negligence of JLHOA**.

5. Indemnification

I agree to **indemnify and hold harmless JLHOA** against all claims, losses, damages, liabilities, and expenses (including attorney's fees) arising from:

- My use of JLHOA watercraft;
- My guest's or minor's use under my supervision;
- Any damage to JLHOA property or equipment during the rental period, regardless of fault.

6. Rules and Compliance

I understand and agree to follow all JLHOA policies regarding watercraft use, including:

- Valid membership card is required for rental;
- All renters must be **at least 16 years of age**;
- No unsupervised use by minors under 16;
- Childcare providers are prohibited from renting watercraft;
- I am financially responsible for **any damage** to JLHOA property or equipment during the rental period.

7. Acknowledgement and Binding Agreement

I confirm that:

- I have **read and fully understand** this agreement;
- I am at least **18 years of age** and legally competent to sign;
- I understand this is a **binding legal document** intended to protect JLHOA from liability.

Resident Information & Signature

Date: _____

Phone/Email: _____

Address: _____

Membership Number: _____

Printed Name: _____

Signature of Resident: _____

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