



Victoria Canoe and Kayak Club

355 Gorge Rd, W., Victoria, BC, V9A 1M9, VCKC.CA

EQUIPMENT BORROWING TERMS and CONDITIONS

These Equipment Borrowing Terms and Conditions ("Terms") are made between the Victoria Canoe and Kayak Club ("VCKC") and

_____ ("Member").

VCKC lends to the Member, and the Member borrows from VCKC, one or more canoes, kayaks, SUPs or OC1s, and ancillary equipment such as PFDs, paddles, painters and other items, subject to these Terms and Conditions:

1. Term. This agreement shall commence on the date of registration with the VCKC Booking System, and until the Member is no longer registered in the VCKC Booking System. VCKC reserves the right to terminate this agreement earlier upon notice to the Member.

5. Location of Equipment. During the Term, the equipment shall be located at the VCKC Clubhouse, at 355 Gorge Rd, West, Victoria, BC, V9A 1M9, unless expressly agreed otherwise in writing by VCKC.

6. Care of Equipment. The equipment can only be used in a careful and safe manner, adhering to VCKC's safety and paddling protocols, and shall not be used in any way that is inconsistent with VCKC's instructions or conditions.

9. Restrictions on Use. Member shall not:

- a) permit the equipment to be used by any person who is not authorized to use such equipment;
- b) operate or use the equipment or permit it to be operated or used in violation of law;
- c) operate, use, maintain or store the equipment in a manner likely to cause damage to the equipment or to other property, or persons.

10. Paddling Restrictions. Member shall not:

- a) paddle into Colquitz River or Craigflower Creek,
- b) paddle in or downstream of the Gorge Narrows, which are under the Gorge Bridge (frequently referred to as Tillicum Narrows and Tillicum Bridge),
- c) paddle anywhere outside of the Upper Gorge Waterway and Portage Inlet, unless with a paddling course or a paddling trip sponsored by VCKC.

8. Loss or Damage. The Member shall alert VCKC to any damage or impairment to the equipment, or any missing components, and shall be responsible for any equipment which is not returned.

10. Return of Equipment. Member shall return equipment on the date and time specified in the booking system in the same condition as Member received it, except for normal wear and tear. Member shall return the equipment to the clubhouse or other agreed upon return location.

Member shall clean the equipment on return. If equipment is not returned on said date, VCKC reserves the right to take any action necessary to regain possession of the equipment.

11. Waiver. As a condition of membership, Members must have agreed to the terms and conditions of the [VCKC Waiver](#). To borrow and use VCKC equipment, borrowers must be Members in good standing in VCKC, with agreement to the waiver recorded in their membership profile.

12. Ownership. VCKC shall at all times retain ownership and title to the equipment. Members shall indemnify and hold VCKC harmless against all loss and damages caused by their possession or use of the equipment.

13. Information Privacy. There is no information or data sharing between the VCKC website and the VCKC Booking System. The only information retained about the Member in the Booking System is name and email address, other than booking details. Members of VCKC may elect to use the same name and email address in the Booking System that they are identified by in the VCKC website, or they may choose an alias and/or a different email address. The one condition with this is that the alias and/or alternate email address must also be recorded in the member profile of the VCKC website.

By completing registration in the VCKC Booking System, Member acknowledges having read and understood the foregoing, and agrees to its Terms.