

TISUP TERMS & CONDITIONS

By booking or participating in any rental, lesson, tour or any related products or services ("TISUP Experience") with Toronto Island SUP Inc. ("TISUP"), you ("you") and any participant ("participant") agree to these Terms & Conditions (the "Terms").

Toronto Island SUP Inc. is a for profit corporation which exists to improve public access to non-motorized watercraft experiences and storage along the waterfront.

General

1. Mandatory Acceptance of Waiver and Agreement

Stand up paddleboarding has inherent risks including, but not limited to, serious injury or death. All TISUP Participants must understand, to the best of their ability, their own limits and decide whether or not they are capable of undertaking in the activity.

The Waiver and Agreement for participants can be found attached to all booking confirmation emails and can be viewed at the website footer at www.torontoislandsup.com as a PDF version and an online version which can be accessed from May-September:

All participants 18 years old or older must read, accept, sign and submit the Waiver to TISUP staff prior to commencing any TISUP Experience. A minor's legal parent or guardian must read, accept, sign and submit the Waiver to TISUP staff, on behalf of the minor participant, prior to the minor participant commencing any TISUP Experience.

2. Participants Under the Age of 18

Participants under the age of 18 must be accompanied and supervised by an adult participant authorised to do so by the legal parent or guardian.

3. Swimming Ability

Basic swimming ability is a prerequisite for all TISUP experiences that take place on the water. If the participant in question cannot tread water, keep their head above the surface and swim short distances, they cannot participate. It is the responsibility of the group organizer to ensure that all participants in the group they are booking for meet this requirement. Even with a PFD or Lifejacket on, it is

still possible to drown. We hope to keep all participants safe at all times and expect truthful answers with respect to swimming ability and comfort level on the water.

4. Refunds & Cancellation Policy

TISUP and its staff understand that in the normal course of life there are a wide-variety of circumstances which may lead to the need to reschedule or to cancel your booking.

Our Refund & Cancellation Policy, set out below, is designed to find a balance between flexibility and fairness, while at the same time protecting TISUP from undue abuse and/or financial losses.

General

More than 24 Hour Notice

If you give at least 24 hours notice for cancellation, you are entitled to receive a full-refund for your rental. For your convenience, where available, you can use the self-service portal by clicking *Manage Booking* in your confirmation email to modify the date or to cancel your booking. Or give us a verbal or written notice.

Less than 24 Hours Notice

If you wish to reschedule or cancel your rental with less than 24 hours notice, discuss your request with our onsite staff, call the provided phone number or send an email to Info@TorontolandSUP.com. Refunds are not given in this case and approvals for rescheduling requests made with less than 24 hours notice are subject to approval at TISUP's sole-discretion. If a reschedule is approved, you may only use it once.

Inclement Weather & Environmental Conditions

All TISUP Experiences are subject to change or cancellation, at the sole-discretion of TISUP due to inclement weather and/or environmental conditions. TISUP will communicate with you about changes and/or cancellations based on the contact information that you have provided to us during registration. If you have booked on behalf of other participants, it is your duty to inform them of any changes which we have communicated to you.

If inclement weather or unsafe environmental conditions happen to occur during a TISUP Experience, all participants must get off the water and seek safe shelter immediately. Some examples include, but are not limited to, lightning within 30 minutes of experience, strong wind (generally over 13 knots), fog, heavy rain and/or rough water.

In the event of cancellation or interruption of a TISUP experience due to inclement weather or unsafe environmental conditions, refunds will be provided, or the Experience may be rescheduled, at the sole-discretion of TISUP.

5. Safety Equipment & Approved Personal Flotation Devices

TISUP provides all of the necessary equipment for navigation required by Transport Canada including approved Personal Flotation Device (PFD). Transport Canada approved Personal Flotation Devices must be worn at all times and participants must comply with all applicable laws and regulations while engaged in any TISUP Experiences.

6. Arriving on Time

Participants agree to arrive on-time, changed and ready to begin their TISUP Experience. Participants must plan transportation accordingly with the Toronto Island Ferry Terminal or an alternative transport service. TISUP participants must be prepared to forfeit their experience without refund if they arrive late.

7. Images and Marketing

Participants agree that, while participating in any TISUP Experience, images, photos or videos may be taken by others, TISUP or its agents or representatives that may contain or feature you. You consent to any such pictures being taken and grant a perpetual, royalty-free, worldwide, irrevocable license to TISUP, TISUP's staff, contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

8. No Responsibility for Theft, Loss or Damage to Personal Belongings

TISUP and/or TISUP staff are not responsible for theft, loss or damage to any

personal belongings.

TISUP may provide on land facilities for participants to store personal belongings, however, TISUP does not assume any risk or liability for theft, loss or damage.

In addition, TISUP provides dry bags for rent. There is always a risk of water entering bags and potentially damaging the contents. It is at the sole-discretion of any participant to use dry bags and the participant assumes all risks of doing so.

Participants must plan accordingly when deciding which personal belongings to bring to TISUP experiences.

9. Booking on Behalf of Others

Note: For assistance with group bookings we encourage you to contact TISUP at (416) 899-1668 or Info@TorontolandSUP.com.

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included in that booking. This means that you are responsible for making all payments due in connection with the booking, notifying TISUP of any changes or cancellation requests and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents, acknowledgements and agreement to TISUP's Terms & Conditions. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and that TISUP will under no circumstances be liable for any errors or omissions in the information provided by you to complete a booking.

By booking on behalf of another person or persons, you agree to assume responsibility for equipment lost or damaged by those persons.

10. Not-for-Resale & Non-Transferrable

The first and last name for each participant must be provided at the time of booking. Bookings, in whole or in part, are not-for-resale & non-transferrable without the prior written authorization of TISUP.

Requests to resell TISUP Experiences or to transfer a booking, in whole or in part, must be made in writing to Info@TorontolandSUP.com and are subject to

approval at TISUP's sole-discretion.

Any attempt to resell or transfer any booking, in whole or in part, without the prior written authorization of TISUP may result in all or part of the booking being forfeited without refund at TISUP's sole-discretion.

11. Right to Refuse Participation

TISUP reserves the right to refuse participation of any group or individual, for any reason, at any time. In addition, at the sole-discretion of TISUP staff, participation may be refused to any group or individual, with or without refund, who are deemed by TISUP staff to be intoxicated, a risk to themselves or others, a risk to the integrity of TISUP equipment, and/or behave in a fashion which jeopardizes the experience and enjoyment of other participants.

12. Errors & Omissions

TISUP takes reasonable efforts to provide accurate and up-to-date information to potential customers and to participants. However, TISUP does not assume any liability for errors and/or omissions in any information provided.

13. Discounts and Promotions

To be eligible for a group discount, the transaction must be done before the experience on one credit card for the entire group and be under one name during the sign-up process. Groups must make it clear, before the experience, which individuals are part of a group and wish to obtain the discount. No individuals may join in on the discount within an hour of the experience.

Rentals

14. Allotted Time

Rentals are charged by each full hour. If participants arrive past the allotted time that they have signed up for, they may, at TISUP's sole discretion, be charged for that full hour.

15. Route and Time of Return

For all rentals, a verbal agreement must be made between the TISUP staff member on duty and the participant(s) including information on the route they will be taking, estimated time of return and any other information deemed important to ensure the safety of the participant and equipment. Paddling at night or after TISUP closing time is absolutely not allowed. If a TISUP staff member requests the equipment to be returned by a certain time, the participant must comply.

16. Level of Experience

Any participant who wishes to rent equipment from TISUP must have some prior paddling experience and must be able to swim and tread water safely without a PFD. A rental screening is also carried out by the TISUP staff member on duty which includes, but is not limited to, questions regarding paddling history & water safety knowledge, paddling technique, knowledge on the surrounding area and anything else which is requested by TISUP. More information on the screening can be found by asking the TISUP staff member on duty. The participant agrees to answer truthfully and carry out the screening before departing for the experience. If the TISUP staff member decides that the participant is not fit to undertake in a rental, they may be asked to get off the water to which the participant must comply. A refund may or may not be given at the sole discretion of TISUP. TISUP recommends that participants undertake proper instruction with our staff or another accredited instructor before rentals are undertaken.

17. Damages

The participant agrees to pay for any damages or losses to TISUP equipment incurred by them. If any participant in a group or single booking steals, loses or damages equipment, TISUP has the right to charge the credit card on file for the associated booking for the amount to repair or replace the equipment. For walk-in experiences, a valid credit card with matching identification will be held as collateral by TISUP while the participant is renting equipment.

Gift Certificates

18. Value

Gift certificates retain their value for 2 years after the initial purchase date. After this time, they lose all value and can no longer be redeemed.

19. HST

For gift certificates purchased where HST (13%) was not paid, it must be paid by the person redeeming the certificate at the time of use. The receipt of payment should be kept and presented upon use of certificate.

Membership & Storage

Customers purchasing storage space from TISUP are considered “members” of the ISLE LOVE Water Club program by Toronto Island SUP. We call the storage program the ISLE LOVE Water Club but is not a separate entity. All members must review and accept the terms and conditions during the registration process through the Toronto Island SUP website. These documents can be found at checkout in the booking process and at the footer of www.torontoislandsup.com. Violations of club rules and policies will be met with relevant consequences depending on severity. Generally, the first offence will be responded to with a verbal or written warning. The second offence will be met with an official written warning. The third offence may be met with cancellation of membership and storage with no refund. In this case, the personal equipment of the offender must be removed from the premises within two weeks of the official notice. They may not enter the TISUP premises unless accompanied by a staff member. TISUP staff hold the right to cancel membership immediately and without warning depending on the severity of the offence. Membership and storage in the future will be determined by TISUP staff and the severity and frequency of the offences. Policies and club rules might be updated from time to time and it is expected that members review them on an annual basis upon registration. All sales are final. Membership and storage fees are however, transferable and can roll over to the next year if you choose to pull out of the agreement. If transferring a membership, the new member and their equipment must first be approved by TISUP.

20. Commitments

Each accepted member must commit to the general policies, rules and operating procedures as set out by TISUP. Each member must partake in an initiation and briefing prior to storing equipment. The initiation will outline the general rules and etiquette of the club. At this time, the member will be shown the rack and storage area allotted to them for the season. Members must act in a safe and responsible manner at all times whether on the water or on land. Members are expected to adhere to all local laws, rules and regulations. Members must treat one another with dignity, inclusivity & respect and contribute to a safe, violence & harassment free environment. The shoreline storage area must be kept neat and orderly at all times.

21. Guest Policy

Guests are only allowed if accompanied by the member and must sign the waiver and agreement on the TISUP website or in-person. The waiver can be found in the footer section and can be completed online. If inviting a group of guests, they are expected to be in small numbers. Guests are not allowed to store their own equipment or take up any rack space. Storing bags and personal equipment is allowed while on the water but must be kept neat and must not interfere with the use of the space by other members. Members are responsible for their guests and must ensure they follow all club policies, rules and health & safety procedures. Members must not share their booking code with others, as they are non-transferable. TISUP staff hold the right to refuse access to the club premises to guests if they feel that it is in the club's best interest.

22. Membership and Storage Policies & Conditions

Memberships are valid from May 1 to April 15 of the following calendar year. Memberships are only valid once the terms and conditions are accepted, waiver and agreement is signed and the initiation is complete. Members signing up as individuals must be 18 years of age or older. TISUP holds the right to refuse membership to anyone based on previous offences, inappropriate behaviour, failure to adhere to local and federal rules and regulations or any other reason which is deemed relevant and beneficial to the club. Personal watercraft must belong to members and can only be stored after the opening day. Equipment must be removed from the premises on the closing day each season at the latest if the member has not signed up for the next season. Memberships do not roll over to the next year. Each year when registration starts, current members will be given priority to sign up before it is opened up to the public for new members. Members are welcome to store equipment all year round but there is no site maintenance done in the winter. If you'd prefer to store your board indoors, you may want to find alternative storage options for the winter months but this is not necessary. As long as equipment is tied down and covered, it should be safe from the elements.

Responsibilities, Security and Safety

Once a part of the club, you become a part of a community of water lovers and outdoor enthusiasts. It is in everyone's interest that we keep the club area clean, well maintained and safe and that we look out for one another while on and off the water.

- Always lock your gear and keep your items clear of the common areas. Locking devices are mandatory.
- Note that TISUP does not insure and is not responsible for personal equipment of members or guests. TISUP is not responsible for lost, stolen or damaged gear. If you would like to insure your equipment, please look into alternative options. To minimize risk of damage to your equipment, please keep it in an orderly fashion clear from the aisles and locked in your designated area.
- Please label your gear in case of lost or misplaced items or disputes.
- Do not share codes, locks, keys or security information of any kind to the public or to your guests.
- Look out for one another. If anything seems out of place or unlocked etc., please notify TISUP staff or relevant member(s).
- Do not over load the racks or storage area beyond what is allowed. Racks can hold up to one vessel per slot unless otherwise noted.
- Wet clothing, wetsuits etc. should not be left hanging up or in storage area since they can produce mold. Please take these home for drying and storage.
- Be aware that fins, leashes and other items may hang down or infringe on another slot on the rack. If this is an issue, you may be asked to remove the fin after each use or position it differently and wrap the leash tightly around board.
- Storage and memberships cannot be resold but are transferrable at TISUP's sole discretion.

Expired storage and unclaimed equipment

Membership and storage fees are to be paid on or before April 15 of each season to ensure a spot on May 1.

- In the event that equipment remains in storage after the expiration of the paid storage term, TISUP will attempt to notify the owner by phone and email with the contact information provided at registration.
- If no response is received within 10 business days, TISUP will relocate the equipment to a temporary on-site storage location to make room for potential new members.
- By September 1st of the unpaid term after removal, any equipment that still remains unclaimed and/or unidentified may be sold, gifted or disposed of accordingly.

Please get in touch with Julian Ganton for questions, comments or concerns at julian@torontoislandsup.com or (416) 877-4668