

# 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”).

## 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 for participants can be found attached to all booking confirmation emails and can be viewed and downloaded at:

[https://www.torontoislandsup.com/uploads/1/2/6/3/12634706/toronto\\_island\\_sup\\_inc\\_acknowledgement\\_and\\_waiver.pdf](https://www.torontoislandsup.com/uploads/1/2/6/3/12634706/toronto_island_sup_inc_acknowledgement_and_waiver.pdf)

All participants 18 years old or older must read, accept, sign and submit the Waiver to TISUP staff prior to commencing any TISUP Experience.

Waiver for Participants Under the Age of 18 (Minors)

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 16

Participants under the age of 16 must be accompanied and supervised by an adult participant authorised to do so by the legal parent or guardian.

### 3. 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.

## Rentals

### [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, you can use the self-service portal by clicking *Manage Booking* in your confirmation email to modify the date or to cancel your booking.

### [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@TorontoIslandSUP.com](mailto:Info@TorontoIslandSUP.com). Refund approvals for requests made with less than 24 hours notice are subject to approval at TISUP's sole-discretion.

## Group Bookings, Lessons, SUP Yoga, Tours or Special Events

Requests to reschedule, cancel or alter your Group Booking, Lesson, SUP Yoga, SUP Tour, a SUP Adventure, or Special Event must be made via an email to [Info@TorontoIslandSUP.com](mailto:Info@TorontoIslandSUP.com) and are subject to approval at TISUP's sole-discretion. As a general rule, cancellations with less than 24 hours notice are less likely to receive a refund but rather a credit to return at a later date.

## 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.

#### 4. **Safety Equipment & Approved Personal Flotation Devices**

TISUP provides all of the necessary equipment for navigation required by Transport Canada including approved Personal Flotation Device. 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.

#### 5. **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.

#### 6. **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.

#### 7. **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.

## 8. Booking on Behalf of Others

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

## 9. 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@TorontoIslandSUP.com](mailto:Info@TorontoIslandSUP.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.

## 10. 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.

## 11. Errors & Omissions

TISUP takes reasonable efforts to provided 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.

## Rentals

### 12. 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.

### 13. 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 customer must comply.

### 14. 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 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.

### 15. 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 will be held as collateral by TISUP while the participant is renting equipment.

## Gift Certificates

### 16. Value

Gift certificates retain their value for 2 years after the initial purchase date.

### 17. 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

### 18. Validity

Membership benefits are for holders of membership only. Guests of members must pay full price of experiences. Memberships are only valid for the period listed at the time of purchase.

### 19. Sales

Membership sales are non-refundable. All sales are final.