

## Toronto Island SUP Inc. Terms & Conditions

When you book or participate in any rental, lesson, tour, camp, or related service (“TISUP Experience”) with Toronto Island SUP Inc. (“TISUP”), you and any Participants agree to these Terms & Conditions (“Terms”). For the purposes of these Terms, the following definitions apply:

- **Participant:** An individual who actively engages in TISUP Experiences, including rentals, lessons, guided tours, and camps.
- **Patron:** An individual who visits TISUP premises, including the Island Outpost, but does not actively participate in TISUP Experiences.

Toronto Island SUP Inc. is a for-profit corporation dedicated to improving public access to non-motorized watercraft experiences, land-based rentals, and community programs along the waterfront. Toronto Island SUP also operates the Island Outpost, a nearby building where Participants and Patrons are welcome to utilize facilities, washrooms, and common areas when appropriate.

The individual acting as the group organizer and booking the TISUP Experience on behalf of other Participants (the "Group Organizer") shall bear sole responsibility for communicating all relevant information, terms, and requirements related to participation in the TISUP Experience to the members of their group. The Group Organizer further warrants that all Participants within their group meet the eligibility criteria and any requirements for participation as established by TISUP.

By entering TISUP premises or engaging in any TISUP Experiences, you agree to abide by these Terms, which are designed to ensure a safe, respectful, and enjoyable environment for all.

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### 1. Mandatory Waiver and Agreement

All Participants must assess their own abilities and decide if they are comfortable and capable of participating safely in any TISUP Experience.

- Participants aged 18 or older must read, sign, and submit a waiver before starting any TISUP Experience.
- For Participants under 18, a legal parent or guardian must complete the waiver on their behalf.
- Waivers are included in booking confirmation emails and are available on the TISUP website.
- Additional waivers may be required for specific activities, including bike rentals, in-line skate rentals, children’s camps, watercraft rentals, or experiences involving sublessees such as Public Sweat or similar entities.

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## 2. Refund & Cancellation Policy

TISUP acknowledges that unforeseen circumstances may arise, necessitating changes to plans. The refund and cancellation policy is designed to balance the need for flexibility with the principles of fairness, operational sustainability, and minimizing undue harm to TISUP's operations or resources.

### Cancellations with 24+ Hours' Notice

- Eligible for a full refund.
- Participants may modify or cancel their booking through the self-service portal provided in the confirmation email, if available, or by directly contacting TISUP to facilitate changes.

### Cancellations with Less Than 24 Hours' Notice

- Not eligible for refunds.
- Rescheduling or store credit requests may be considered at TISUP's discretion and are limited to one reschedule per booking.

### Inclement Weather or Unsafe Conditions

- TISUP Experiences may be altered or canceled due to unsafe weather or environmental conditions (e.g., lightning, strong winds, heavy rain).
- If canceled, Participants will receive a refund, store credit or the option to reschedule.
- If conditions change during an experience, Participants must immediately leave the water or activity area and seek shelter. If a Participant chooses to begin an experience but must end it early due to environmental or safety reasons, they are not eligible for a refund. Store credits or rescheduling may be provided at TISUP's discretion.

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## 3. Safety Equipment

TISUP provides all necessary safety equipment for its activities. Participants may use their own safety equipment, provided it is in good condition and fully complies with all applicable requirements established by the appropriate governing body and relevant local laws and regulations.

- **Water-Based Activities:** Transport Canada-approved Personal Flotation Devices (PFDs) must be worn at all times. Additionally, safety leashes must be worn at all times during stand-up paddleboarding activities.

- **Bike Rentals:** Helmets are mandatory for Participants under 18 and strongly recommended for all Participants.
- **In-Line Skate Rentals:** Helmets and protective gear (knee and elbow pads) are strongly recommended for all Participants. Helmets are mandatory for Participants under 18.

Participants are required to comply with all local laws and regulations for the activity they are participating in.

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#### 4. Water-Based Experiences

TISUP provides rentals and experiences involving stand-up paddleboards, kayaks, and canoes, which may be conducted on a guided or unguided basis, subject to the terms and conditions set forth herein.

- **Basic Ability:** For unguided rentals, Participants are required to possess basic paddling experience to ensure safety during water-based activities. TISUP staff will provide a brief safety and paddling orientation prior to rental if requested. It is the Participant's responsibility to ask questions if they need clarification or require additional assistance.
- **Equipment:** Participants shall ensure that equipment remains attended at all times unless express permission to leave it unattended has been granted by TISUP staff. Participants failing to comply with this requirement may be held responsible for any resulting damage or loss.

Basic swimming skills are required for all water-based TISUP Experiences. Participants must be able to:

- Tread water.
- Keep their head above the surface.
- Swim short distances.
- Participants must possess the ability to perform a self-rescue to safely remount equipment in the event of dismounting or separation, ensuring both their own safety and the integrity of the equipment.

Participants are required to answer truthfully during the booking process and assess whether they possess the ability to meet these safety requirements. Should these requirements not be met, participation in water-based activities will be prohibited to prioritize safety. Furthermore, Participants are obligated to adhere to the boundaries set by TISUP, including remaining near shore at all times, which is defined as within a comfortable swimming distance while taking into account water temperature and environmental factors, to mitigate potential hazards.

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## 5. Land-Based Rentals

TISUP provides land-based rentals and experiences, including but not limited to bicycles and in-line skates. Participants are required to:

- Evaluate their ability to safely and competently operate the rented equipment prior to entering into a rental agreement.
- Possess a fundamental understanding of the equipment's operation to ensure the safety of both the Participant and others.
- Follow all applicable road and pathway rules, including staying to the right, yielding when necessary, and adhering to posted signage.
- Wear recommended safety gear, including helmets (mandatory for Participants under 18).
- Ensure rented equipment, such as bicycles, are locked when left unattended. Unlocked equipment must never be left unattended.

Failure to meet these requirements may result in denial of rental at TISUP's sole discretion.

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## 6. Punctuality

Please plan your transportation carefully, including ferry schedules or other transport options, to ensure you arrive on time. Late arrivals may result in forfeiting your booking without a refund.

All equipment must be returned on time to avoid additional charges. Late returns may result in fees.

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## 7. Facility Use and Building Guidelines

TISUP operates from a designated building and compound that includes washrooms, storage areas, and other facilities. To ensure a safe and respectful environment, Participants and Patrons must adhere to the following:

- **Washrooms and Common Areas:** Facilities are for Participants and Patrons only. Please keep them clean and report any issues to staff immediately.
- **Restricted Areas:** Access to staff-only areas, storage rooms, and equipment maintenance areas is prohibited without permission.

- **Children's Camps:** Parents or guardians dropping off or picking up children must follow the designated drop-off/pick-up procedures and are not permitted to linger in restricted areas.
- **Parking and Bike Storage:** Bikes and other personal items must be stored in designated areas. TISUP is not responsible for theft, loss, or damage to personal property.

Participants and Patrons using the building and facilities must follow all posted rules and instructions from staff. Failure to do so may result in removal from the premises.

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## 8. Images and Marketing

While participating in TISUP Experiences, photos or videos may be taken that feature you. Unless you opt out, you consent to the use of these images for marketing and promotional purposes. This includes granting TISUP a royalty-free, worldwide license to use the images.

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## 9. Equipment Responsibility

Participants shall be solely responsible for any damage to, or loss of, equipment provided by TISUP during the rental or activity period. All equipment must be returned to the original designated location in the same condition as it was issued at the commencement of the rental period.

- **Liability for Damage or Loss:** Any damage to, or loss of, TISUP equipment will result in charges being applied to the credit card provided at the time of booking or rental.
- **Collateral for Walk-In Rentals:** For walk-in rentals, a valid credit card and corresponding government-issued identification will be held as collateral for the duration of the rental.
- **Unattended Equipment:** Participants must not leave equipment unattended unless explicitly directed otherwise by TISUP staff. For example, bicycles must be securely locked when left unattended to prevent theft or damage.

Participants acknowledge and accept full responsibility for safeguarding TISUP equipment and ensuring its proper use during the rental or activity period.

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## 10. Membership & Storage

Customers purchasing storage space are considered members of the ISLE LOVE Water Club program. Other memberships include the Leisure and Explorer passes. Membership policies include:

- **Membership Duration:** Storage memberships are valid from May 1 to April 15 of the following year.
  - **Storage Rules:** Equipment must be tied down, locked and labeled. Members are responsible for keeping the area clean and orderly.
  - **Guest Policy:** Guests must be accompanied by a member and sign a waiver before participating.
  - **Responsibilities:** Members must follow all club rules, local laws, and safety guidelines. Violations may result in warnings or membership termination.
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## **11. Respect for Staff, Participants and Patrons**

We are committed to fostering a respectful and inclusive environment. All Participants, Patrons and staff are expected to:

- Treat others with dignity and respect.
  - Avoid behavior that jeopardizes the safety or enjoyment of others.
  - Follow all instructions provided by TISUP staff.
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## **12. Liability and Assumption of Risk**

Participants and Patrons acknowledge that engaging in TISUP Experiences or entering TISUP premises, including the Island Outpost, leased shoreline space and surrounding properties, involves inherent risks, including but not limited to physical injury, property damage, unforeseen events, and, in rare cases, death. These risks also encompass potential hazards associated with facilities, such as slippery floors, equipment in storage areas, and structural conditions. By participating or entering these premises, you voluntarily assume all such risks and waive any claims against TISUP, its staff, or affiliates for any incidents, injuries, or damages that may occur, including those resulting from ordinary negligence by TISUP staff or sublessees operating on TISUP premises, to the extent permitted by law. Subleasing entities operating on TISUP premises are independent businesses, and TISUP assumes no responsibility for their operations, safety standards, or interactions with Participants or Patrons. By entering these premises or engaging with sublessees, Participants and Patrons waive any claims against TISUP for incidents, injuries, or damages arising from sublessee activities. This waiver extends to your next of kin, heirs, assigns, and any representatives acting on your behalf. Furthermore, any disputes arising from such risks or incidents must be resolved through binding arbitration in accordance with the laws of Ontario, Canada. This assumption of risk also includes the use of facilities, washrooms, outdoor areas, and common areas.

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### **13. Alcohol and Substance Policy**

For safety reasons, Participants and Patrons must not be under the influence of alcohol or any substances that may impair their ability to safely participate in TISUP Experiences. TISUP reserves the right to refuse service to individuals who appear intoxicated or impaired, with no refunds provided. Participants and Patrons further acknowledge and agree to hold TISUP harmless for any injuries, damages, or incidents arising from their own alcohol or substance use while on TISUP premises or participating in TISUP Experiences.

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### **14. Emergency Procedures**

In the event of an emergency (e.g., weather changes, accidents), Participants and Patrons must follow all staff instructions promptly and remain calm to ensure the safety of all involved. Emergency services will be contacted if necessary. Participants and Patrons are required to stay in designated safe areas as directed by staff until the situation is resolved. TISUP assumes no liability for delays or circumstances beyond its control during emergency situations.

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### **15. Personal Health and Medical Conditions**

Participants are responsible for assessing their fitness and health before participating in TISUP Experiences. By choosing to participate, they affirm that they are in suitable physical and mental condition to engage in the activities. Participants must inform staff of any relevant medical conditions that could affect their ability to participate safely. Furthermore, Participants agree to hold TISUP harmless for any injuries, complications, or adverse events resulting from disclosed or undisclosed medical conditions or health issues.

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### **16. Pets**

Pets are allowed for unguided rentals and specific guided experiences. However, pets are not permitted on most guided experiences without prior written approval. Owners are responsible for their pet's behavior and safety. Certified service animals are always welcome with prior arrangements. Pets are not permitted in TISUP facilities unless otherwise specified.

For water-based activities, owners are strongly encouraged to provide flotation devices for their pets to ensure their safety.

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### **17. Dispute Resolution**

Any disputes arising from TISUP Experiences, these Terms, or any related activities, including but not limited to credit card disputes and in-person disagreements, will be resolved in accordance with the laws of Ontario, Canada. Participants and Patrons agree to resolve disputes through mediation as a first step before pursuing any legal action. Credit card disputes must also be communicated to TISUP in writing prior to initiating a claim with the card issuer. In-person disputes should be addressed directly with TISUP staff at the time of occurrence to allow for immediate resolution. Binding arbitration may be required for unresolved matters in accordance with Ontario law.

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## 18. General Guidelines

- **Lost and Found:** Items left behind during any TISUP Experience may be kept in our Lost and Found. Participants and Patrons are encouraged to check with staff if they believe they have misplaced an item. At the end of each season, any unclaimed items will be disposed of or removed.
- **Payment Methods:** Accepted forms of payment include cash, debit, and all credit cards supported by TISUP's point-of-sale system.
- **Walk-ins:** Walk-in Participants are welcome, but priority is given to pre-booked Participants. Walk-in Participants must present a valid government-issued ID, such as a driver's license, citizenship card, Ontario health card, or passport, as well as a valid matching credit card for collateral purposes, per group. Alternatively, the Participant can opt to have a staff member input credit card information in the TISUP booking system to pay for the experience in advance.
- **Rules of the Road and Waterways:** Participants must respect all rules and etiquette of the road and waterways to ensure safety and harmony with others. This includes:
  - Staying to the right on roads, bike paths, and waterways.
  - Allowing faster-moving boats or vehicles to pass safely.
  - Yielding appropriately and adhering to all posted signs and navigational markers.
  - Avoiding blocking paths, roads, or waterways during activities.
- **Prohibited Activities:** Participants and Patrons are prohibited from engaging in activities that endanger others, put equipment at risk, violate laws, or disrupt the environment, such as littering or reckless behavior.
- **Property Damage:** Participants and Patrons will be held liable for any damage they cause to TISUP property, facilities, or equipment, including graffiti or vandalism.
- **Environmental Stewardship:** Participants and Patrons must respect the natural surroundings, including avoiding the disturbance of wildlife and refraining from polluting waterways.
- **Supervision of Minors:** Parents or guardians are responsible for supervising minors at all times unless the minors are participating in a designated camp or guided experience.
- **Prohibited Items:** Items such as firearms, illegal substances, or any hazardous materials are strictly prohibited on TISUP premises.

- **Refund and Store Credit Policy Clarification:** No refunds or credits will be provided in cases where Participants are removed for safety violations or behavioral issues.
- **Unclaimed Equipment:** Equipment left in storage after the term expires may be removed or disposed of after attempts to contact the owner.
- **Non-Transferable Bookings:** Bookings are non-transferable without prior written approval from TISUP.
- **Right to Refuse Service:** TISUP reserves the right to refuse service to anyone for safety, behavioral or any other reason that TISUP deems appropriate.
- **Emergency Communication and Retrieval Policy:** Participants are required to maintain a reliable means of contacting TISUP, such as a personal cell phone, in the event that a pickup or rescue is necessary. While TISUP will endeavor to assist Participants in such situations, it does not guarantee retrieval services under all circumstances and assumes no liability for delays or failures to provide such assistance.

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For questions or assistance, please contact us at [info@torontoislandsup.com](mailto:info@torontoislandsup.com) **(416) 899-1668**.