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TSAWWASSEN FIRST NATION

Tsawwassen First Nation

Non-motorised Watersport Equipment Rental Policy

Date Enacted: 21 April 2026

Order Number: O.043-2026

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Kim Baird

Chief Administrative Officer

Table of Amendments

Section(s) Amended	Date	Order number	Come Into Force Date

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1. Authority

This Policy is governed by s. 31(2) of the *Government Organization Act*, which states that the Executive Council is responsible for the general management, administration, operation, and good government of Tsawwassen First Nation ("TFN").

Section 3(1) of the *Community Governance Act* states that Executive Council may provide or make arrangements to provide services that it considers necessary or desirable to Tsawwassen Members on Tsawwassen Lands.

2. Definitions

In this Policy

- a) **"Applicant"** means an individual at least 19 years old who is requesting the use of TFN Equipment for themselves, or for Tsawwassen Member or non-Member children of Members under 19 years old.
- b) **"Equipment"** means any designated rental items used for participation in non-motorised watersport including but not limited to stand-up paddleboards (SUPs), canoes, kayaks, paddles, life jackets, and accompanying safety gear that is provided to Applicants by TFN.
- c) **"Group"** means 2-4 people, including those using personal Equipment.
- d) **"Manager"** means the employee assigned by the Chief Administrative Officer to manage the Recreation and Events department, or a designate chosen by the Manager.
- e) **"Natural Materials"** means soil, gravel, rock, mineral, wood, driftwood, fallen timber, flora or fauna of any kind, or any other naturally occurring materials, whether animate or inanimate.
- f) **"Paddler"** means any individual participating in non-motorised watersport using TFN Equipment and those engaged in non-motorised watersport as a member of a Group where members of that Group are using TFN Equipment.
- g) **"Supervisor"** means an Applicant or individual who is at least 19 years old who is responsible for the safety and supervision of young Paddlers.
- h) **"Tsawwassen Member"** means a Tsawwassen Individual who is enrolled under the Final Agreement in accordance with Chapter 21 *[Eligibility and Employment]* of the Final Agreement.

3. Purpose

The purpose of this Policy is to regulate how TFN manages the use of designated rental Equipment and in doing so, reduce risks and increase safety for all Paddlers while facilitating skill building and access to non-motorized watersport activities.

4. Application

This Policy applies to Applicants and staff overseeing the rental of Equipment.

5. General Management

This Policy is under the general management of the Manager. It may be delegated in whole or in part as appropriate or necessary, but the Manager retains the ultimate responsibility for overseeing its

implementation. Authority to implement changes to schedules referenced within this Policy is within the scope of general management.

6. Principles

The Recreation and Events Department is guided by the following principles.

səlīq̓ (All Together)

We are committed to helping each other build and enhance strong, tolerant, and effective social relationships and community connections for Tsawwassen Members and their families.

ʔəyám (Strong)

We are committed to building and broadening opportunities to engage in safe and socially supported physical activities that promote mental health and overall wellbeing.

xʷtətəl̓qt (Accountability)

We are committed to developing accountability for our words and actions and to taking appropriate steps towards correcting our mistakes.

syəθəstəl̓ ʔəy səlīq̓ tātəl̓ət (Teaching Each Other and Learning All Together)

We are committed to weaving Tsawwassen culture, teachings, and skills into the learning environment to foster self-expression, honour the past, voice the future, and enhance shared meaning in life.

xʷəl̓wənstəxʷ təmekʷ (Respect for All Things)

We are committed to protecting TFN Lands and promoting a healthy environment for our current and future generations – taking every step possible to build and promote an ethic of responsible stewardship.

7. Use and Access

7.1. Applicants

- 7.1.1. All Applicants must sign the *Tsawwassen First Nation Watersport Equipment Use Agreement and Waiver* (Schedule A) including the assumption of risk and waiver to release TFN from liability.
- 7.1.2. Applicants must be at least 19 years old.
 - (a) Supervisors are always the Applicant for the Paddlers they are supervising unless otherwise stated in this Policy.
- 7.1.3. Paddlers under 19 years old must have a parent or guardian sign their *Tsawwassen First Nation Watersport Equipment Use Agreement and Waiver* (Schedule A).
- 7.1.4. The Manager may reject any Application if the Manager could reasonably expect that the Applicant or a member of their Group may cause risk or harm to Natural Materials, waters, or land, to the safety or integrity of Equipment, or to the safety of other Paddlers, or other water users.

7.2. Location of Use

- 7.2.1. Canoes and associated Equipment cannot be taken beyond sməqʷəʔelə həwələmewtxʷ (Blue Heron Nest Park) and the surrounding marine area.
- 7.2.2. SUPs, kayaks, and associated Equipment may be transported to other locations (such as lakes, etc.).

7.3. Duration of Use

Rental durations are set to allow for the greatest opportunity to access Equipment.

- 7.3.1. Rental durations are defined as follows:
 - (a) Half Day rentals are up to four hours on a single day.
 - (b) Full Day rentals are up to eight hours on a single day.
 - (c) Overnight or multi-day rentals are up to closing on the final day of the rental agreement.
- 7.3.2. If Equipment is due to be returned when TFN offices are closed, the return deadline will be extended to the next business day.

8. Safety

Unless otherwise specified in this Policy, the following Safety provisions prevail.

8.1. Training

- 8.1.1. Paddlers over 12 years old must, at a minimum, complete the Canoe Skipper course provided through TFN or its equivalent as determined by the Manager, to rent a canoe or kayak.
- 8.1.2. No official training is required to rent a SUP unless otherwise determined by the Manager.

8.2. Supervisors

- 8.2.1. Paddlers under 19 years old must be always accompanied by a Supervisor.
- 8.2.2. To Supervise Paddlers under 19 years old individuals must provide proof of completing the Sea Kayak Level-1 Skills program through Paddle Canada or its equivalent as determined by the Manager.
- 8.2.3. To Supervise Paddlers under 19 years old attending Community Programs, Clubs, and Family Groups, under Section 9 of this Policy individuals must provide proof of completing the Sea Kayak Level-1 Instructor program through Paddle Canada or its equivalent as determined by the Manager.

8.3. Safety Equipment

- 8.3.1. All canoe, SUP, and kayak rentals must include TFN provided safety equipment including:
 - (a) A life jacket, whistle or noise signaling device, buoyant heaving line, bilge pump or bale bucket (sit-on-top kayaks and SUPs are exempt),

watertight flashlight OR 3 approved Type A, B, or C flares, and a location device.

8.3.2. All Paddlers must use a life jacket when in or on the water.

8.4. Age Restrictions

- 8.4.1. Children up to 5 years old are restricted to canoes and SUPs and must be accompanied by an experienced Paddler who is at least 19 years old in a 1:1 ratio (1 adult to 1 child).
- 8.4.2. Children aged 6 to 12 years old are restricted to canoes, SUPs, open-top/children's or double kayaks, and must be accompanied by an experienced Paddler who is at least 19 years old in a minimum 1:2 ratio (1 adult to 2 children).
- 8.4.3. Youth 13 to 18 years old may use canoes, SUPs, and single or double kayaks, and must be accompanied by an experienced Paddler who is at least 19 years old in a minimum 1:2 ratio (1 adult to 2 youth).

8.5. Weather and Water Conditions

- 8.5.1. Applicants are responsible for assessing weather and water conditions to ensure their own safety and that of their Group.
- 8.5.2. Staff reserve the right to cancel or refuse rentals depending on weather or other water conditions.

8.6. Alcohol, Cannabis, or Illicit Drugs

- 8.6.1. Paddlers must not operate Equipment when under the influence of alcohol, cannabis, or illicit drugs.
- 8.6.2. Paddlers must not operate Equipment when under the influence of prescription drugs that may impair the ability to safely operate the Equipment (ie. sleep-inducing medications).

9. Community Programs, Clubs, and Family Groups

9.1. Programming

- 9.1.1. Children and youth aged 6 to 18 years old may use Equipment when they are part of a community program, club, or family group if they have a *Tsawwassen First Nation Watersport Equipment Use Agreement and Waiver* (Schedule A) signed by a parent or legal guardian.
- 9.1.2. Supervisors of community programs, clubs, and family groups must provide proof of the following:
 - (a) completion of the Sea Kayak Level-1 Instructor program through Paddle Canada or its equivalent as determined by the Manager, and
 - (b) current first aid and CPR certificates.
- 9.1.3. Despite section 8.4 of this Policy:
 - (a) Community programs, clubs, and family groups where all Paddlers are youth 13 to 18 years old, must be accompanied by an Applicant supervising in a 1:3 ratio (for single kayaks or canoes) or a 1:4 ratio (for double kayaks).

- (b) When supervising at a ratio greater than 1:1, Supervisors must use a single kayak to allow for quick maneuverability.

10. Staff Training

10.1. Training and Experience

11.1.1 TFN staff working with watersport equipment must complete the Canoe Skipper course provided through TFN before working with Equipment and must:

- (a) continue development in open water skills or instructor training as determined by the Manager, and
- (b) complete certification maintenance as required by an issuing body.

11. Contraventions, Penalties, and Enforcement

11.1. An Applicant who contravenes this Policy may be subject to the following penalties:

- (a) additional charges to cover costs of cleaning, repairs, or replacement of Equipment; and/or
- (b) prohibition from renting Equipment in the future.

11.2. The Manager will inform the Applicant in writing of any penalties being imposed.

11.3. Charges for repairs or replacement of Equipment are determined as follows:

- (a) damage to fibreglass will be charged based on repair cost.
- (b) damage to parts of a kayak (rudder, seats, neoprene gaskets, hatches) or canoe (seats, thwart, yoke, gunwale) will be charged at replacement cost.
- (c) if Equipment is lost or irreparably damaged, the Applicant is responsible for the full replacement cost.

11.4. An Applicant with outstanding charges under this section 12 may not rent Equipment.

12. Privacy and Confidentiality

TFN may collect, retain, use, and disclose personal information of participants for the purposes of providing Programs and services, in accordance with the *Freedom of Information and Protection of Privacy Act*.

Schedule A – Tsawwassen First Nation Watersport Equipment Use Agreement and Waiver

READ CAREFULLY

- Paddlers under 19 years old must have a Supervisor responsible for their safety who will be present at all times.
- Applications for underage members of a Community Program, Club or Family Group must be signed by a parent or legal guardian.
- An application is required for all Paddlers, regardless of age.
- All Paddlers over 12 years old must complete the Canoe Skipper course before using kayak or canoe Equipment.
- Proof of completing the Sea Kayak Level-1 Skills program or its equivalent is required to Supervise Paddlers under 19 years old.
- Proof of completing the Sea Kayak Level-1 Instructor program or its equivalent is required to Supervise Community Programs, Clubs, or Family Groups.

SECTION A – PADDLER INFORMATION (PRIMARY EQUIPMENT USER)

Paddler Name:	Phone Number:	Age:	Address:		
Emergency Contact Name:	Emergency Contact Number:	Supervising underage Paddler(s): YES NO		Time Out:	Time In:

If participating in a Community Program, Club, or Family Group, please describe (name, Group size, etc.):

SECTION B – EQUIPMENT

Item	Included in rental	#
Stand-up Paddle Board (SUP)	Life jacket, whistle, flashlight, leash, paddle, locator	
Single or Double Kayak	Life jacket, whistle, flashlight, buoyant heaving line, bilge pump/bale bucket, paddle(s), locator	
Canoe	Life jacket, whistle, flashlight, buoyant heaving line, bilge pump/bale bucket, paddle(s), locator	

ASSUMPTION OF RISK

I understand and accept that renting SUP/Canoe/Kayak Equipment to participate in non-motorised watersport exposes me or the child/youth in my care (if I am supervising a person under 19) to many hazards including potential risk of death, personal injury (including but not limited to severe spinal or head injury, drowning, etc.) and loss of or damage to property. I also understand a person needs to be in good physical condition to participate in non-motorised watersport. I choose to participate in non-motorised watersport or allow the child/youth in my care to do so despite these risks and hereby assume all risk of injury or loss of life, or loss of or damage to property, for myself or to the child/youth in my care arising out of renting SUP/Canoe/Kayak Equipment. I understand the inherent risks involved in non-motorised watersport and accept full responsibility for any and all damage or injury which may result.

Initials: _____

I understand that Life Jackets are required and if I do not wear a Life Jacket I do so at my own risk. Initials: _____

I understand that using a SUP/Canoe/Kayak may result in hazards posed by other water users, boats, or water conditions. Initials: _____

I understand that by signing this Agreement I am acknowledging that my skill level allows for the safe use of a SUP/Canoe/Kayak and related Equipment, and to safely supervise those under the age of 19 years old if relevant to this Agreement. Initials: _____

I have read this Agreement and the accompanying Policy, and my questions have been answered to my satisfaction. Initials: _____

WAIVER AND RELEASE

I specifically release and forever discharge Tsawwassen First Nation (TFN) or its affiliates, officers, agents, and employees (collectively, the "Releasees") from any and all liability or claims for injury, illness, death or loss of or damage to property which me or the child (the "Child") in my care may suffer while participating in stand-up paddleboarding, kayaking, or canoeing including damage caused by the negligence of the

Releasees. It is my intent by signing this Agreement to release TFN and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether based upon breach of contract, breach of warranty, or otherwise. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me or the child in my care while engaging in renting this SUP/Canoe/Kayak or participating in stand-up paddleboarding, kayaking, or canoeing, I will have no right to make a claim or file a lawsuit against TFN or its affiliates, officers, agents or employees. I agree to indemnify the Releasees from all claims, demands, actions, or causes of action, including legal fees and costs, related to the Child's participation in stand-up paddleboarding, kayaking, or canoeing, whether caused by the negligence of the Releasees or otherwise.

Initials: _____

Parent/Guardian Name (if Paddler under 19 years old):	Parent/Guardian Signature:	Date:
Applicant Name (same as Paddler if 19 years or older):	Applicant Signature:	Date:

Office Use Only

☐ Applicant supervising a Group; applications for other Group Members attached.

- ☐ Equipment returned on time.
- ☐ Equipment returned in good condition.
- ☐ Equipment returned damaged.
- ☐ Equipment not returned.

Details on damaged or missing Equipment:

Staff Signature

Date