

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: **3AM GROUP INC.**, (operating as WILDERNESS EQUIPMENT RENTALS, RENT-A-TENT CANADA, RENT-A-TENT BANFF) **Her Majesty the Queen** in the Right of the Province of Alberta (and **Parks Canada**), and their directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, successors and assigns, (all of whom are hereinafter collectively referred to as "THE RELEASEES").

ACKNOWLEDGEMENT AND VOLUNTARY ASSUMPTION OF RISK:

I acknowledge that outdoor recreation activities involve inherent risks, that **Cycling and Electronic-assist Cycling (E-Biking)** enhances these inherent risks on account of the activity occurring in, on or around roadways, vehicles, and other trail users and that such risks are further enhanced in the Bow Valley on account of the mountain environment. Examples of risks include but are not limited to:

- Severe bodily injury or death due to crashes, collisions, or other trauma,
- Collisions with other trail users or vehicles,
- Environmental injury such as hyper/hypo-thermia, sun exposure, frostbite, dehydration, etc.
- Bites, scratches, or stings from insects, wild or domestic animals,
- Property damage or loss,

I acknowledge that the above risks may result in harms including but not limited to death, paralysis, disability, permanent illness, as well as injuries including bone fractures, muscle tears, sprains and strains.

I hereby voluntarily assume all of the above risks and any further risks inherent in outdoor recreation and the activity of E-Biking in particular.

Initial

BIKE - Equipment Care Agreement

- I am fully familiar with the proper use of the e-bike and all other rental equipment and will only use it for its intended purpose.
- I agree to obey all applicable laws regarding the use of an electric bicycle including (but not limited to) The Alberta Traffic Safety Act.
- I understand it is my responsibility to only ride my e-bike in areas or on trails that are designated for its use, and not ride in areas where e-bikes are prohibited.
- I will use the provided lock to secure my e-bike when it is not in use and that I will be responsible for the replacement cost of lost or stolen equipment as determined solely by Wilderness Equipment Rentals.
- I will not make alterations or adjustments to the e-bike or any of its components except for seat height, or in the case of emergency repair.
- I accept full responsibility for the care of the e-bike and all other equipment and I agree to pay to repair any damage that occurs while it is in my possession.

Initial

Returning the rental equipment

All rental equipment needs to be returned in a non-damaged, cleaned state, including all parts.

A rental is considered late if it is not brought back before the shop closing time of the rental's return date. In case of late returns, Wilderness Equipment Rentals charges a late return fee of \$80 CAD per day in addition to the daily rental rate for all bookings. There are no payment refunds for early returns of the rental equipment.

Initial

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE
EQUIPMENT
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

1. I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES from any and all liability for any damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.A. 2000, c.0-4, in respect of the selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and safety and hazards of adventure activities.

Initial _____

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of the Equipment;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Renters Name: _____

Renter signature: _____ Date: _____

OFFICE USE ONLY

EQUIPMENT RENTED: _____

EXPECTED RETURN DATE & TIME: _____