

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 **Stand-Up Paddleboarding ("S.U.P.")** enhances these inherent risks on account of the activity occurring in, on or around water, 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:

- Drowning or severe water intake into lungs or eardrums;
- Hypothermia, illness, and reduced capacity due to exposure to cold and wet;
- Heat stroke, heat exhaustion or reduced capacity due to exposure to sun and heat;
- Slipping and falling on wet, slippery surfaces, including equipment, docks, and natural features;
- Exposure to dams, weirs, bridges and hydroelectric facilities;
- Immersion in fast moving water, waves, rapids and natural hydraulic features;
- Collisions with equipment, other vessels or water users or submerged objects;
- Equipment failure, damage or misuse; Encounters with aggressive or dangerous wildlife;
- and Lighting, storms and severe mountain weather that may change quickly without warning.

I acknowledge that the above risks may result in harms including but not limited to death, paralysis, disability, permanent illness, punctured or damaged eardrums, 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 Stand-Up Paddleboarding in particular.

Initial

STATEMENT OF SELF-RESPONSIBILITY

I accept full and sole responsibility for my own safety in the activity of S.U.P. and the impact of my behaviour on the safety of others. This self-responsibility includes having the ability to save my own life in the water. I accept that the Operator is not a certified or licensed guide or outfitter, nor part of any comparably regulated industry, and I agree that the Operator shall not be held to the standards of any such industry with respect to my participation in activities facilitated by the Operator.

I understand that federal regulations administered by Transport Canada **require me to have a lifejacket or PFD** (personal floatation device) on board and I agree to comply with this requirement. (Wilderness Equipment Rentals will provide life jackets / PFD).

I understand that the equipment provided to me by Wilderness Equipment Rentals **must not be rented, leased or sold by me** to any other individuals or parties, and I agree to comply with this restriction. I further agree not to allow any other person to use the equipment provided to me by Rent-a-Tent Canada unless that person has signed his/her own release.

I know how to swim and I am capable of swimming to safety in the venues where I will use the equipment provided by Wilderness Equipment Rentals.

I assume responsibility for any damages to the equipment provided to me and I agree to pay for any repairs or replacements to lost, damaged or stolen equipment at the sole discretion of Wilderness Equipment Rentals.

Initial

WHIRLING DISEASE

Parks Canada has recently identified the presence of Whirling Disease in the Bow River watershed. Watercraft are prohibited in the national park unless users complete a questionnaire located at popular recreational sites.

I agree to comply with the regulations in place to control the spread of Whirling Disease in Banff National Park.

I agree to complete and submit a Parks Canada questionnaire prior to participating in boating activities.

I agree to CLEAN, DRAIN, and DRY the rental equipment for 48 hours prior to using it in a new body of water within Alberta.

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.

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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: _____