

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").

CAMP / TREK - Equipment Care Agreement

- I understand that I cannot wear shoes inside my tent. This WILL put holes in the floor of the tent.
- I understand that the tarp I am given is meant for underneath my tent as a ground sheet to protect the tent from rocks and other debris and I agree to use it as instructed.
- I understand that I must not pack sharp items together with the tent, such as: rock proof tent pegs, hammer and hatchet. This WILL put holes, or tears in the tent fabric.
- I understand that I have to set up my tent at a safe distance (at least 5 meters) from the campfire to prevent embers burning holes into the tent. I agree to keep open flames and sources of ignition away from my tent, including but not limited to lighters, matches, cigarettes or e-cigarettes, and heaters.
- I understand that I cannot use my pots and pans on an open fire. This burns the pots and makes them unusable and they will need to be replaced.
- I understand that tent poles can be bent, or broken easily if the tent is raised forcefully from one side. Please always raise the tent with two people and with extra care (not too much force).
- I understand that I NEED to return all equipment as clean as when I received it (bottoms of tents excluded). If I don't do this I will pay a cleaning fee of \$75 CAD per package.
- I understand that when it is raining I will need to avoid touching wet tent walls, both with my body and my gear. If the interior wall of the tent contacts the exterior wall of the rain fly, even for just a moment, moisture can seep into the tent.

Initial

Equipment

In the case of **pre-existing problems** with our gear, renters may purchase replacement goods and are required to keep the malfunctioning gear and the receipt of the purchase to obtain a refund. Rent-a-tent Banff will reimburse the renters for the replacement of the malfunctioning camping gear to a maximum of amount of \$500 CAD per package. The only equipment that will NOT be reimbursed is the self-inflating mattress and/or airbed. We ensure you will receive a checked, 'in proper working condition' airbed or self-inflating mattress.

Returning the rental equipment

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

In case of late returns, Rent-a-tent Banff charges a late return fee of \$80 CAD per day for all bookings under \$475 CAD per week. For all bookings in excess of \$475 CAD per week, a daily late return fee of 15% will be added to the usual day price (week / 7). There are no payment refunds for early returns of the rental equipment.

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Assumption of Risks

I am aware that camping, and using rental camping equipment involves risks, dangers and hazards and that injuries can result from improper use, or campsite selection.

CAMP STOVE- I understand that the camp stove uses propane fuel to produce a contained flame. If the stove is improperly set up, or has been damaged, a malfunction could result in an out of control flame, or gas leak, which can result in bodily harm or death.

TENT- I understand that a tent malfunction due to improper setup/installation, (pre-existing) damage can cause a tent to collapse. This can result in bodily harm or death.

SHARP RENTAL ITEMS- I understand that all sharp rental items such as cutlery, axes and hatchets, and all other cooking utensils contained in the rental package can be potentially dangerous. Misuse and/or improper use can result in bodily harm or death.

CHILDREN- I understand that children should not be left unattended with any rental package item, especially the above-mentioned items. Injuries can easily occur with: sharps, flammable items and heavy objects.

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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 camping.

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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

EXPECTED RETURN DATE & TIME: _____