



GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND AGREE TO ASSUME LEGAL OBLIGATIONS.
PLEASE READ THIS CAREFULLY

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT AND WITNESSED, BEFORE A RENTAL MAY BE ISSUED

<input type="text"/>		<input type="text"/>	
FIRST NAME OF PARTICIPANT		LAST NAME OF PARTICIPANT	
<input type="text"/>	<input type="text"/>		<input type="text"/>
APT. #	STREET ADDRESS	CITY	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
PROV/STATE	POSTAL CODE	AREA CODE	HOME PHONE #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
EMAIL	<input type="text"/>		
<input type="text"/>	<input type="text"/>		
ADDITIONAL RENTER/PASSENGER	NAME OF PASSENGERS UNDER 18 YEARS OF AGE FOR WHOM I LEGALLY RESPONSIBLE FOR:		
PRINTED NAME	<input type="text"/>	NAME	<input type="text"/>
SIGNATURE	<input type="text"/>	AGE	<input type="text"/>
DATE	<input type="text"/>	NAME	<input type="text"/>
		AGE	<input type="text"/>

RentOurSki Inc. and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releases")

DESCRIPTION:
In this agreement the term "RentOurSki Inc." shall include all rental gear, equipment and services wholly provided by RentOurSki Inc. Such sport rentals include but not limited to kayaking, canoeing, snowshoeing, cross-country skiing, snowmobiling, mountain biking, ATVing, jet skiing, tobogganing, and including, but not limited to, orientation and instruction sessions, transportation or travel to and from the starting point, loading and unloading of vehicles, trailers, sports equipment, inflatable boats, camping gear, backpacking, fishing, hiking, backcountry travel and all recreational activities offered (hereinafter referred to as "The Activities").

ACKNOWLEDGEMENT
I acknowledge that I have been advised to wear appropriate safety and protection gear while using any of the sport rentals. Instruction in the proper use of the sport rental is available from the staff. I am aware that the physical exertion required to participate in "The Activities" and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with The Activities. I will inspect the equipment to ensure that it is in good working order and I will accept it as it. I agree to assume all risks and responsibilities for any and all claims for damages and for injuries suffered while using the sport equipment rentals, and to hold RentOurSki Inc., its Staff and Guides harmless and not responsible for injury or accident incurred while using the rented equipment. In addition, I acknowledge that I am not, nor will I be under the influence of drugs, alcohol, or any other substance while participating in the activities.

I understand that I am responsible for returning the sport equipment and accessories upon return from "The Activities". I also understand that there will be a late fee charge at the reserved item rate per day, per item until returned. Equipment not returned after fourteen (14) days will be deemed lost. Equipment must be returned in good working order and clean or a fee will be assessed for each item. Damaged or lost equipment will be assessed at the current retail price for repairs or replacement (retail and replacement costs are available upon request) unless Damage Insurance was purchased in which case charges will only be incurred if items are lost. Changes made on lost or damaged equipment are not contestable. I agree that all late, lost or damaged fess may be charged to my credit card.

ASSUMPTION OF RISKS
I assume full responsibility for any personal damages I incur and for the equipment rented from RentOurSki, Inc. I assume that liability for all damages incurred through the use or misuse of the equipment listed in this agreement. I agree to pay for damages incurred to rented equipment in excess of normal use and depreciation, as assessed by the RentOurSki Inc. staff. I am also aware that there is a risk of NEGLIGENCE, BREACH OF CONTRACT and BREACH OF STATUTORY DUTY ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS
In consideration of THE OPERATORS agreeing to my participation in the "The Activities" and permitting my use of its equipment, vehicles, parking and sport equipment rentals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS known or unknown that I have or may in the future have against THE OPERATORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASES") AND TO RELEASE THE RELEASEES and its agent, successors, and assignees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in "The Activities"; DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, ON THE PART OF THE RELEASES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF "THE ACTIVITIES" AND "SPORT EQUIPMENT RENTALS".

HOLD HARMLESS AND INDEMNITY AGREEMENT
1. To hold harmless and indemnify the releases from any and all liability for any property damage or personal injury to any third party resulting from my participation in "The Activities" and "Sport Equipment Rentals";
2. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
3. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
4. That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.
5. I acknowledge and accept that the The Marine Liability Act, S.C.2001,c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death.
In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releases with respect to "The Activities" other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM ASSUMING LEGAL OBLIGATIONS AND I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.

Signed this <input type="text"/> day of <input type="text"/> Year <input type="text"/>	<input type="text"/>
	SIGNATURE OF PARTICIPANT
<input type="text"/>	<input type="text"/>
SIGNATURE OF WITNESS	SIGNATURE OF PARENT/GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE
<input type="text"/>	<input type="text"/>
PRINT NAME OF WITNESS	PRINT NAME OF PARENT/GUARDIAN