

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: **VANCOUVER RENT-A-TENT** (operating as RENT-A-TENT CANADA, VANCOUVER RENT-A-TENT) Her Majesty the Queen in the Right of the Province of British Columbia 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").

Assumption of Risks

I am aware that camping, and using rental camping equipment involves risks, dangers and hazards including, but not limited to: impact or collision with rocks, trees, logs; encounters with domestic or wild animals; negligence of other campers and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CAMPING.

CAMP STOVE- I understand that the camp stove uses propane fuel to produce a contained flame. If the stove is improperly setup, 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. Injuries can easily occur with sharps, flammable items, ropes and heavy objects.

CLEANED RETURN: I understand that I NEED to return all equipment as clean as when I received it (bottoms of tents excluded). I understand that no shoes are allowed in the tent as they damage and stain the floor. In case gear is returned dirty or tent floor has been walked on with shoes, I will pay a cleaning fee of \$75 CAD per package. So this includes cutlery, plates, cups, pots and pans cleaned and need to be returned dry so it stays clean including a wiped clean stove.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Initial _____

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

In consideration of the rental of the Equipment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. 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 loss, 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 OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME 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.

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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia, Canada and shall be within the exclusive jurisdiction of the Courts of British Columbia, Canada.

In entering into this Release Agreement I am not relying on any oral or written representations, statements, made by the RELEASEES with respect to the safety of using the Equipment other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT PRIOR TO SIGNING IT 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.

Signed this _____ day of _____, 20_____.

Signature of Renter

Name of Renter [please print clearly]