



**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.  
PLEASE READ CAREFULLY!**

To: Kinsoo Ridge Snow Resort, M.D. Of Bonnyville No. 87, the Manufacturer and Distributor of the Rental Equipment

**RENTAL AGREEMENT**

- (1) I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
- (2) I also agree to return the Equipment in clean condition to avoid any additional charges.
- (3) (DOWNHILL SKI EQUIPMENT ONLY) I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot / binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.
- (4) I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.

**ASSUMPTION OF RISKS**

I am aware that alpine skiing, snowboarding, x-country skiing, skiboarding and snowshoeing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence of these sports.

**ALPINE SKIING** I understand that the ski boot / binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is no guarantee that the user will not be injured.

**SNOWBOARDING / X-COUNTRY / SKIBOARDING / SNOWSHOEING** I understand that the boot / binding system for this equipment is not designed or intended to release and will not release under normal circumstances. I understand that as the boot/ binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

**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. **TO WAIVE ANY AND ALL CLAIMS** that I have in the future against Kinsoo Ridge Snow Resort, M.D. Of Bonnyville No. 87, and the manufacturer and distributor of the Equipment, and their directors, Officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "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 WARRANTY ON THE PART OF THE RELEASEES** in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provision of or failure to provide any warnings, directions or guidance as to the use of the Equipment.
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 Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.

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

Signature of Renter	Date
Signature of Renter of Equipment, If Different from User	Witness
Signature of Renter	Date
Signature of Renter of Equipment, If Different from User	Witness
Signature of Renter	Date
Signature of Renter of Equipment, If Different from User	Witness
Signature of Renter	Date
Signature of Renter of Equipment, If Different from User	Witness
Signature of Renter	Date
Signature of Renter of Equipment, If Different from User	Witness

**THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED BY US PRIOR TO RENTING FROM US**