



EQUIPMENT RENTAL AGREEMENT (Winter)
LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT
PLEASE READ CAREFULLY!

INITIAL-1

INITIAL-2

INITIAL-3

INITIAL-4

INITIAL-5

INITIAL-6

TO: White Mountain Tours Ltd. o/a White Mountain Adventures, its directors, shareholders, officers, employees, agents, servants, successors, and assigns (collectively, “White Mountain Adventures” or the “Releasees”)

RENTAL AGREEMENT

1. I accept full responsibility for the care of the rental equipment (“Equipment”) listed on the back of this form (or attached form). I will be responsible for the replacement at full value if the equipment is damaged, broken or not returned prior to the store closing or before 10:00 am the next day. Overdue returns are subject to an extra day (s) charge.
2. I am familiar with the proper use of the Equipment and agree to use the Equipment only for its intended purpose. I understand that White Mountain Adventures staff can answer questions I may have as to the proper use of the equipment, and that White Mountain Adventures, in making the Equipment available to me does not guarantee its fitness for any particular use.
3. I undertake to return the Equipment clean and in the same condition as it was in when given to me. I acknowledge that I shall be responsible for any damage caused to the Equipment during the rental period. I further acknowledge that White Mountain Adventures shall be entitled to charge me for labour and parts as necessary to cover repairs for any damaged Equipment. In the event that the cost to repair damages to the Equipment exceeds the amount of the new value of the Equipment, I acknowledge that I shall be billed for the full cost of replacing the Equipment.

ASSUMPTION OF RISKS

I am aware that walking, hiking, and snowshoeing have the usual dangers and risks inherent in outdoor activities, including without limitation the following (collectively, the “Risks”):

- 1) Natural Hazards: including exposure to cold temperatures, avalanche, crevasses, tree-well or other natural hazards regularly encountered in rugged mountain terrain, including exposed rock, earth, tree stumps, creeks, boulders, (any of which may or may not be visible) and marginal or changing snow conditions. I am aware that the risk of an avalanche is always present when travelling in mountainous terrain, that this risk cannot be completely eliminated, and that avalanche accidents may result if I choose to travel in avalanche terrain;
- 2) Weather: conditions may change rapidly including poor visibility at times;
- 3) Other: all risks associated with outdoor activities which may cause me to encounter hazards including vehicles, equipment, structures, or objects or equipment used in connection with outdoor activities, all risks and dangers inherent in traveling through snow affected terrain generally, transportation to and from the activity area, including rapidly changing road and highway conditions, and the possibility of physical strain or injury, (including cuts and scrapes, broken bones, pulled muscles and tendons, and sprains infection, hypothermia, sunburn, windburn, drowning, allergic reactions, and contagious diseases including without limitation exposure to covid-19 or other illnesses), or death.

I accept all of the Risks, including the possibility of personal injury, death, property damage or loss resulting therefrom.

I understand that the use of the Equipment may not reduce the Risks. I acknowledge that the Risks may be exacerbated if I provide information regarding my weight and height that is inaccurate.

I confirm that I am of the full age of eighteen years and that I have read and understand the Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators, successors, personal representatives or other legal representatives.

I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta and the Province of British Columbia.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental equipment, 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, as a result of my use of the Equipment or my presence on the facilities of the Releasees **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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property or or personal injury to any third party, resulting from my use of the Equipment or presence on the Releasees' facilities.

3.

This 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 Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and the Province of British Columbia and no other jurisdiction; and
5.

Any litigation involving the parties to this 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.

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

I HAVE READ AND UNDERSTAND THIS RELEASE 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name (print clearly)	Date of Birth (dd/mm/yy)	Signature	Current Date	Witness
1_____	__/__/__	_____	_____	_____
2_____	__/__/__	_____	_____	_____
3_____	__/__/__	_____	_____	_____
4_____	__/__/__	_____	_____	_____
5_____	__/__/__	_____	_____	_____
6_____	__/__/__	_____	_____	_____

FILL INFORMATION IN ALL AREAS

Name	Weight kg – lbs	Height cm – ft ‘ in”
Name	Weight kg – lbs	Height cm – ft ‘ in”
Name	Weight kg – lbs	Height cm – ft ‘ in”
Name	Weight kg – lbs	Height cm – ft ‘ in”
Name	Weight kg – lbs	Height cm – ft ‘ in”

I HAVE READ THE RELEASE OF LIABILITY & WAIVER AGREEMENT ON THE BACK OF THIS FORM. I VOLUNTARILY AGREE TO THE TERMS OF THE AGREEMENT.	USERS INTIALS
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