

**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: **JASPER ADVENTURE CENTRE LTD.**  
EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT  
PLEASE READ CAREFULLY BEFORE SIGNING

I accept for use as is the equipment listed on this form, and accept full financial responsibility for the care of equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed signed date.

I understand that the binding system cannot guaranteed the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing and SnowBlade use the binding system will not ordinary release during use; these bindings are not designed to release as result of forces generated during ordinary operation.

I understand that the sport of skiing, snowboarding, SnowBlade and other recreational activities involve inherent and other risks of **INJURY** and **DEATH**, I voluntarily agree to expressly assume all risk of injury or death that may result from skiing / snowboarding / SnowBlade use, or which relate in any way to the use of this equipment.

**I AGREE TO RELEASE** the ski / snowboard shop, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss, and damage which results from user's participation in the sport of skiing / snowboarding / SnowBlade use, or is in any way related to the use of the equipment, including all liability which results from the negligence of the PROVIDERS, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of this equipment.

This agreement is solely governed by applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I have accurately represented the listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on the its use and fully understand its use and function.

I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the numbers appearing in the visual indicator windows of the equipment to be listed on this form.

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 ASSIGNS MAY HAVE AGAINST THE RELEASEES.

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

**PARENT / GUARDIAN / AGENT'S SIGNATURE:** IF EQUIPMENT USER IS A MINOR, I REPRESENT THAT I AM THE PARENT, GUARDIAN OR AGENT OF THE MINOR, AND I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF AND THAT OF THE EQUIPMENT USER, BEING BOTH THEREAFTER BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

X \_\_\_\_\_ DATE \_\_\_\_\_ PARENT  GUARDIAN  AGENT

X \_\_\_\_\_  
SIGNATURE OF RENTER DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF USER OF EQUIPMENT IF DIFFERENT FROM RENTER WITNESS (SHOP EMPLOYEE)