

**EQUIPMENT RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release Agreement")  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT  
PLEASE READ CAREFULLY!**

SIGNATURE OF PARTICIPANT

**TO: DRIFTER SNOWBIKES, (Her Majesty the Queen)** and its owners, directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as **"the Releasees"**).

**DEFINITION**

In this Release Agreement, the term **"Equipment Rental"** shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: snow bike rental; winter equipment; orientational and instructional courses, seminars and instructional sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to the rental of Drifter Snowbikes equipment.

**RENTAL AGREEMENT**

I accept full responsibility for the equipment rented ("the Equipment") and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date or if the equipment is damaged for any reason.

**SAFETY EQUIPMENT**

I acknowledge that I have been advised to wear all necessary safety equipment at all times, including helmets and other protective equipment. Using proper safety equipment may be mandatory under provincial or federal law. I am aware that the use of this equipment is subject to all applicable municipal, territorial, and federal regulations including highway traffic regulations and Department of Transport regulations.

**EQUIPMENT USE**

I am familiar with the proper use of the Equipment and I have taken proper instructional lessons prior to its use. I am aware that Drifter Snowbikes offers guided trips and I agree that if I am not familiar with the equipment that I may sign up for a guided trip.

**ASSUMPTION OF RISKS**

I am aware that the use of this equipment involves risks, dangers and hazards in addition to those normally associated with travel in land, air, and water based wilderness environments. Terrain used for snowbike activities and may be caused by but not limited to natural forces or other riders. Avalanches, rock fall, ice fall, rough terrain, and hiker falls occur frequently in the alpine terrain used for snowbiking, snowboarding, skiing or snowmobiling and may be caused by but not limited to natural forces or by hikers, snowshoers, dog sledders, skiers or snowmobilers. The loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as lifts, terrain parks,berms and jumps; changing weather conditions; travel on highways and backcountry roads; encounters with domestic and wild animals; collision with pedestrians, motor vehicles, and other snowbikers occurs frequently in the terrain used for snowbiking, snowboarding, skiing activities and may be caused by but not limited to natural forces or by other riders. Vehicle and all-terrain vehicle rollovers, overloaded roof racks, pulling trailers, inexperienced drivers, and hazardous driving conditions may occur in the type of transportation used in the use of the equipment and may be caused by but not limited to natural forces or people.

I acknowledge and accept that I am responsible for predicting whether the terrain used is safe for the use of the equipment or whether an accident may occur. The terrain, both land and water, where I will use the equipment is assumed uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: attacks by animals; ice and snow cornices, avalanches, trees, falling trees, tree wells, tree stumps, creeks, rocks, boulders, forest deadfall, holes and depressions on or below the snow or ground surface; steep slopes, cliffs, ice fall and rock fall, variable and difficult snow conditions, road banks, fences and other man-made structures; impact or collision with other snowbikers, snowboarders, or skiers; re-circulating holes, rocks, ledges,undercuts, sweepers, dams, waterfalls, open-water crossings, waves, wind, lightning, inclement weather;

failure to predict weather;  
vehicle rollovers, overloaded roof racks, pulling trailers, unsafe driving, unsafe road conditions; failure to travel within one's own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other wilderness travelers;  
and **NEGLIGENCE ON THE PART OF THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS, OR THEIR GUIDES, EMPLOYEES, AND CONTRACTORS INCLUDING THE FAILURE OF DRIFTER SNOWBIKES OR THEIR GUIDES, EMPLOYEES, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THIS EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

Initial

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the RELEASEES agreeing to rent me equipment and permitting my use of their services, equipment and other facilities,  
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 THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS 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, 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, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss 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 Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of that province.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD 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\_\_.

Witness Signature of Participant

Please print name clearly Please print name clearly



