

Kingfisher Wilderness Adventures Ltd. – WAIVER

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE SHOULD YOU BE INJURED.

PLEASE READ CAREFULLY!

Initial: _____

TO: Kingfisher Wilderness Adventures Ltd. (referred to as “Kingfisher”) and the manufacturers and distributors of the equipment listed on the rental agreement (collectively referred to as “Manufacturers and Distributors”).

RENTAL AGREEMENT – I accept full responsibility for the care of the rental equipment (“the Equipment”) listed on the rental agreement 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.

BICYCLE SAFETY - I acknowledge that I have been advised to wear an approved helmet while cycling. I am aware that the use of the bicycle is subject to any applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians available to answer any questions I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS – I am aware that cycling involves risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment; changing weather conditions; variations or steepness in terrain; difficulty or inability to control one’s speed and direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; collisions with exposed rock, earth, trees or other natural or man-made objects; collisions with pedestrians, vehicles or other cyclists; changes or variation in the bicycling surface; failure to bicycle safely or within one’s own ability; negligence of other cyclists; and **NEGLIGENCE ON THE PART OF KINGFISHER AND THE MANUFACTURERS AND DISTRIBUTORS, INCLUDING THE FAILURE TO PROTECT AND SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING.** I FREELY ACCEPT AND ASSUME ALL SUCH RISK, DANGERS, AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

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 or may in the future have against KINGFISHER and the Manufacturers and Distributors of the Equipment, and their directors, officers, shareholders, trustees, beneficiaries, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns (all of who 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 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** from any and all liability for any property damage 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, 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 British Columbia and no other jurisdiction.
- 5.** Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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.

SIGNATURE OF USER

SIGNATURE OF WITNESS

PRINT NAME OF USER

PRINT NAME OF WITNESS

SIGNATURE OF RENTER IF DIFFERENT THAN USER

DATE

PRINT NAME OF RENTER IF DIFFERENT THAN USER

User’s Address:

Street

City

Prov/State

Country

Code

Telephone