

WHISKEY JACK NORDIC SKI CLUB SKI RENTAL FORM

Name _____

Address _____

Date out _____ Date return _____

Ski # _____ Pole size _____ Boot size _____

Driver's License _____ Cell phone # _____

Daily \$10
Weekend \$15
Week \$30
Total Paid:

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

To: The Whiskey Jack Nordic Ski Club and its directors, volunteers, instructors, coaches, agents, groomers, representatives, equipment manufacturers, equipment distributors, successors and assigns, (all of whom are hereinafter collectively referred to as "The Releases").

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 am familiar with the proper use of the Equipment. I understand that the rental volunteer is able to answer questions I may have as to the proper use of the equipment.

Assumption of risk:

I am aware that cross country skiing involves risks, dangers and hazards and that injuries are a common and ordinary occurrence of this sport.

I understand that the boot/binding system 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.

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 of agreement

In consideration of the rental of the Equipment, I hereby agree as follows:

1. I AGREE 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 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 STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE *OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C 337*, in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and safety and hazards of cross country skiing.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to proper or of a personal injury to any third party, resulting from any 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 death or incapacity.
4. The Release Agreement and any rights, duties and obligations as between the parties to the Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to the Release Agreement shall be brought solely within the Province of British Columbia.

I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT 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.

Name of Renter _____ Signature _____ Date _____