

Equipment Rental Agreement, Assumption of Risks and Indemnity, Waiver of Claims, Release of Liability, (The "Agreement"). By Signing this Agreement You will Waive Certain Legal Rights, *including the Right to Sue*.

Please Read Carefully!

INITIAL

TO: 1347416 Alberta Ltd. operating as Lazy Day Raft Rentals, (the "Companies") and to all of the Companies affiliates, associates, subsidiaries, parent and sister companies and other related entities (the "Entities"), and to the Entities' directors, officers, employees, agents, contractors and representatives (collectively the "Releasee");

1. In this Agreement:

a. "**Rafting Activities**" means the raft or boat trip, plus before during or after the raft or boat trip, anything related to or connected with the raft or boat trip including, but not limited to; use or occupation of Rafting Equipment (defined hereinafter); orientation and instruction sessions, if any; direct and indirect communication (including electronic) and physical and non-physical interaction with and between any and all participants and the Releasee; all transportation or travel; loading, unloading, entering, occupying or using Rafting Equipment and land of the Province; and all other activities on or near the water.

b. "**Rafting Equipment**" means all rafts; boats; gear; equipment; apparel; buses, trucks, trailers, and other vehicles; computers, cameras, software, websites and other forms of electronic communication; and all land, buildings, and other structures, and their contents, occupied or used by the Releasee.

2. **For good and valuable consideration**, the receipt and sufficiency of which I acknowledge, including the agreement of the Releasee to my participation or, if the participant is less than 18 years of age (the "Minor"), or a dependant adult, to the participation of the Minor, in Rafting Activities and use of Rafting Equipment, **I accept and agree that [and if the participant is a Minor, I hereby declare and agree that I accept full legal responsibility for the Minor whether or not I am the parent or legal guardian of, or am otherwise legally responsible for, the Minor] :**

a. **I ACCEPT AND ASSUME for myself and, if applicable, for the Minor ALL RISKS, DANGERS AND HAZARDS of and associated or connected with Rafting Activities and use of Rafting Equipment including, without limitation, personal injury, death, property damage, and direct or indirect loss resulting therefrom;**

b. **I WAIVE ANY AND ALL CLAIMS** that I and, if applicable, the Minor now have or may in the future have against the Releasee, **AND I RELEASE THE RELEASEE** from any and all liability for any loss, damage, expense or injury, including death, as a result of Rafting Activities or use of Rafting Equipment, or due to any cause related thereto including **negligence, gross negligence**, breach of contract or of any statutory, common law, equitable or other duty of care owed, including under the **Occupiers Liability Act**, RSA 2000, c O-4 as amended, by the Releasee, from risks, dangers and hazards of Rafting Activities and use of Rafting Equipment; and

c. **I HOLD HARMLESS AND INDEMNIFY THE RELEASEE** from all liability for property damage or personal injury, including to third parties, and all costs [including, without limitation, legal fees and disbursements on a solicitor and ow client (full indemnity) basis], resulting from my participation in and, if applicable, participation of the Minor in, Rafting Activities or use of Rafting Equipment or due to any cause related thereto.

3. **Security Deposit:** I accept full responsibility for the Rafting Equipment and agree to pay for any damage to the Rafting Equipment and replace the Rafting Equipment at full retail value up to and including the amount of \$350.00 if not returned by the agreed date or if the Rafting Equipment is damaged for any reason and agree to report any problems upon returning the Rafting Equipment. I further agree to cover the cost of any lost equipment up to and including the amount of \$350.00.

4. In or near water, wearing a helmet, lifejacket and any other protective gear is required.
5. Rafting Activities and using Rafting Equipment requires exertion and focus and can cause injury or aggravate pre-existing injuries and conditions and I am solely responsible for deciding whether or not I or, if applicable, the Minor should participate.
6. I acknowledge and accept that Rafting Activities and use of Rafting Equipment involve risks, dangers and hazards including, **but not limited to:** accidents during or resulting from vehicle transportation or travel; rafts overturning; falling out of rafts; drowning; impact or collision with rocks, trees, other debris, other rafts or boats, other participants and rafting equipment; encounters with animals; passing trains or crossing train tracks; negligence and recklessness of others; and **Negligence or Gross Negligence of the Releasee, Including the Failure by the Releasee to Safeguard or Offer Protection from such Risks, Dangers and Hazards.** I nevertheless freely and voluntarily assume all of the risks, dangers, and hazards, and my use of Rafting Equipment shall be entirely at my own risk.
7. I am aware of which waterways in and around Calgary Alberta are safe and I clearly acknowledge that I know the location of the Harvie Passage on the Bow River and that it is non-navigable, and closed to the public. I agree to exit the Bow River prior to the Harvie Passage.
8. I am familiar with the proper use of the Rafting Equipment and I have taken proper instructional lessons prior to its use. The Releasee is in no way responsible for my safety or the durability or suitability of the Rafting Equipment. I am fully responsible for my own safety and for the Rafting Equipment.
9. Impairment in any way, including by alcohol or drugs, during Rafting Activities or while using Rafting Equipment is prohibited and I declare that I am not impaired.
10. I have been informed of the dangers of securing a boat to a vehicle without a roof rack. I take full responsibility for securing the boat.
11. I agree and acknowledge that this Agreement is binding upon my and the Minor's heirs, next of kin, executors, administrators, assigns and representatives.
12. I agree that this Agreement is governed by and interpreted in accordance with the laws of Alberta and any litigation shall be brought within Alberta and is in the exclusive jurisdiction of the courts of Alberta.
13. I **irrevocably Consent to the Releasee, and Waive and Release** all claims against and **Indemnify and Save Harmless** the Releasee for, recording, editing and publishing my or the Minor's image and voice in any way **and agree that such recordings and publications are the sole property and copyright of the Releasee.**
14. I consent to receiving Commercial Electronic Messages from the Releasee (consent can be withdrawn at any time on our website or by unsubscribing to our newsletter).

I read and understood this Agreement before signing it, and know that I am waiving certain legal rights, including the right to sue.

Print Adult Participant's (or Guardian's) name Clearly		(If applicable) Print Minor's Name Clearly	Phone
Address		City/Prov/Country	Postal code
Email:	How did you hear about us?		
Date	Signature of Adult (or Guardian)		
Print Witness Name	Signature of Witness		