

PARRY MANAGEMENT LTD/SELKIRK SKI AND BIKE

1549 KICKING HORSE TRAIL PO BOX 318 GOLDEN BC V0A1H0 TEL: 250-344-2925

DATE(S):	PAID:	DEPOSIT: Y/N
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CREDIT CARD#:	EXP:	CVC:
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NAME:

ADDRESS:

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PHONE:

WEIGHT:	HEIGHT:
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AGE:

RIDER SKILL LEVEL:

Bike:

Damage to note:

Helmet:

Pedals:

RENTAL AGREEMENT:

Current, valid photo identification (driver's license or passport) must be shown for all rentals. If rental equipment is returned in damaged condition, the renter will be responsible for repair costs. Replacement cost for lost, stolen or destroyed rental equipment is full retail value. Expenses incurred under this policy will be charged to the credit card on file once discussed with the renter.

I HAVE READ THE RENTAL AGREEMENT AND THE LIABILITY RELEASE AGREEMENT ON THE BACK OF THIS FORM. I VOLUNTARILY AGREE TO THE TERMS OF BOTH AGREEMENTS.

CUSTOMERS INITIALS:

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

TO: PARRY MANAGEMENT LTD doing business as SELKIRK SKI AND BIKE AND SELKIRK SPORTS and its directors, officers, employees, technicians, instructors, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors and assigns, (all of whom are hereinafter collectively referred to as the "Releasees").

RENTAL AGREEMENT

I accept full responsibility for the equipment rented under this Agreement (the "Equipment"). I agree to pay for any damage and replace the Equipment at full retail value if not returned by the agreed date. I am familiar with the proper use of the Equipment. I agree to indemnify the Releasees for any property damage, loss or personal injury to any third party resulting from my use of the Equipment.

BICYCLE SAFETY

I have been advised to wear an approved helmet while cycling and to comply with all applicable municipal and provincial highway laws and regulations.

ASSUMPTION OF RISKS

I am aware that cycling and use of the Equipment involve risks, dangers and hazards including, but not limited to: mechanical failure of bicycles; improperly adjusted or maintained equipment; unexpected or unanticipated variation or steepness in terrain or trails; unevenness in the riding surface, including loose gravel, holes and depressions; inability to control ones speed or direction; loss of balance; high speed descents; rapid or uncontrolled acceleration on hills and inclines; collisions with manmade or natural objects; collisions with vehicles, cyclists or other persons and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO PROTECT OR SAFEGUARD ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF THE USE OF THE EQUIPMENT.**

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the rental of the Equipment and other consideration,

- 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 in respect of the selection, maintenance, rental or use of the Equipment or in respect of the provision or failure to provide any warnings, directions, recommendations or instructions 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 cycling or 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release 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 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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES

Date
Signature of User

Signature of Renter (if different from user)
Print name of Renter

Print name of User

Signature of Technician