

EQUIPMENT RENTAL (KICKSLEDS)

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
FOR NEGLIGENCE, BREACH OF CONTRACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

#1 USER INITIAL	#2 USER INITIAL	#3 USER INITIAL	#4 USER INITIAL	#5 USER INITIAL
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TO: YUKON WILDLIFE PRESERVE OPERATING SOCIETY (the "Operator") and their respective owners, directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

ASSUMPTION OF RISKS

I am aware that use of rental equipment (kicksleds) involves risks, dangers and hazards and that injuries are a common and ordinary occurrence in this sport. The risks, dangers and hazards that may be encountered include, but are not limited to: slips, trips and falls; impact or collision with objects; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES.**

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE RENTAL EQUIPMENT (KICKSLEDS).

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the use of the rental equipment (kicksleds), 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 **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 rental equipment (kicksleds), **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF USING THE RENTAL EQUIPMENT (KICKSLEDS);

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 the use of the rental equipment (kicksleds);
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 Yukon and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within Yukon, and shall be within the exclusive jurisdiction of the Courts of Yukon.

I HAVE READ 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.

	User Name <small>(first and last name, print clearly)</small>	Signature <small>(parent or guardian if user is under 19 years)</small>	Date <small>(dd/mm/yyyy)</small>	Witness Initial <small>(Staff)</small>
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3				
4				
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