

ONE FORM PER MINOR RENTER (UNDER 18)

 Date: _____
 (YYYY-MM-DD)

 Name _____
Last name (please print) First name

 Address _____
Street address

City Province Postal code

Contact Phone Number: _____

Identification – Please present photo ID (Do not record)

M / F	Shoe Size	Weight of over 100lbs	Height

Strathcona Wilderness Centre Use Only

Time Out: _____ Due Back By: _____

Classic / Skate	Boot Size & Letter	Ski Size & Letter	Pole size	Snowshoe	Returned Staff Initial

Collection and use of personal information

 Personal information is collected under the authority of section 33(c) of the *Freedom of Information and Protection of Privacy Act* and will be used in the management and administration of Strathcona County's equipment rental program. If you have any questions about the collection or use of this information, contact the Manager of Finance & Business Operations, Recreation, Parks & Culture, Strathcona County at 780-467-2211.

Strathcona Wilderness Centre Equipment Individual Minor - Rental

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

WARNING: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES AND SEEK COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY

Signing Party/Parties

This Agreement may be signed by:

- one or more parent(s) and/or guardian(s) of the minor renter named below (the "Minor"), with no signature from the Minor;
- one or more parent(s) and/or guardian(s) of the Minor, and by the Minor, if the Minor is fifteen (15) years of age or older; or
- the Minor, with no signature from a parent or guardian of the Minor, if the Minor is fifteen (15) years of age or older and no parent or guardian is available to sign the Agreement;

and any parent or guardian that signs this Agreement, as evidenced below, acknowledges that they are signing the Agreement on behalf of both themselves and the Minor.

Equipment Rental

- I/We acknowledge that the Minor has rented the equipment identified on Page 1 of this Form (the "Equipment") from Strathcona County, and I/we accept, and acknowledge receipt of, this Equipment.
- I/We agree to return all Equipment, in a clean and undamaged condition, by no later than the "Due Back By" time noted on Page 1 of this Form on the date set out on Page 1 of this Form.
- I/We accept full responsibility for the Equipment and I/we agree to pay Strathcona County for any damage to the Equipment that occurs during the period of the rental, other than ordinary wear and tear, and to pay Strathcona County the full retail value of any Equipment that is not returned by the date and time agreed under Section 2 or that is returned in an irreparably damaged condition, as determined by Strathcona County.
- I/We will not use any Equipment until I/we have received instruction on its use and fully understand its use and function.

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity

I/We am/are aware that cross country skiing and snowshoeing, being wilderness activities, involve inherent risks, dangers and hazards, including, but not limited to, personal injury, death or property loss resulting from any cause whatsoever including, but not limited to: the risks, dangers and hazards of engaging in cross country skiing, snowshoeing and other related activities; slips, trips and falls; contact or collision with natural or fabricated objects or hazards including, but not limited to, ice, moguls, rocks, stumps, forest growth, snow grooming equipment, other machinery and debris; collision with other skiers or persons; variable, difficult or unpredictable weather, terrain, trail or snow conditions; the acts, omissions or negligence of the Minor or any other persons; absence of rescue or first aid services; and **ANY FORM OF NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE ON THE PART OF STRATHCONA COUNTY OR ITS COUNCILLORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS** (collectively "Strathcona County").

I/We am/are further aware that there are inherent risks dangers and hazards including, but not limited, to personal injury, death and property loss that relate specifically to the use of the Equipment, including but not limited to: improper use of the Equipment by the Minor or others; use of the Equipment by the Minor or others without proper knowledge or prior instruction; and the non-release design of cross country ski bindings, which makes it probable that skis will stay attached to the user in the event of a fall or other accident. **I/WE ARE SPECIFICALLY AWARE THAT THE RISK OF NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE ON THE PART OF STRATHCONA COUNTY, NOTED ABOVE, SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, FAILURE ON THE PART OF STRATHCONA COUNTY TO TAKE REASONABLE STEPS TO ENSURE THAT THE EQUIPMENT PROVIDED IS ADEQUATE OR SAFE, OR TO PROPERLY REPAIR OR MAINTAIN THE EQUIPMENT PROVIDED.**

I/WE FREELY ACCEPT AND ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF RESULTING PERSONAL INJURY, DEATH OR PROPERTY LOSS.

In consideration of Strathcona County renting the Equipment to the Minor, I/We agree to only use the Equipment and the Strathcona Wilderness Centre facilities in compliance with all rules, regulations and policies as they may exist from time to time, and I/WE FURTHER AGREE AS FOLLOWS:

TO WAIVE ANY AND ALL CLAIMS that I/we have or may have in the future against **STRATHCONA COUNTY**, and to **RELEASE STRATHCONA COUNTY** from any and all liability for any loss, damage, expense or injury, including death, that I/we may suffer or that my/our next of kin or legal representatives may suffer as a result of the Minor's use of the Equipment and access to, and use of, the Strathcona Wilderness Centre and any associated property, equipment and facilities, due to any cause whatsoever, **INCLUDING ANY FORM OF NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE ON THE PART OF STRATHCONA COUNTY, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, FAILURE ON THE PART OF STRATHCONA COUNTY TO TAKE REASONABLE STEPS TO PROTECT THE MINOR FROM, OR WARN THE MINOR OF, THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

TO HOLD HARMLESS AND INDEMNIFY Strathcona County from and against any actions, claims, liabilities, expenses and costs (including, without restriction, legal costs on a solicitor-and-his-own-client full indemnity basis) that may be made against, or incurred by, Strathcona County, including as a result of any property damage, personal injury or expense to the Minor or any third party, resulting from or relating to the Minor's use of the Equipment and access to, and use of, the Strathcona Wilderness Centre and any associated property, equipment and facilities;

THAT THIS AGREEMENT will be effective and binding upon myself/ourselves and the Minor, my/our heirs, next of kin, executors, administrators and assigns; and

THAT THIS AGREEMENT and any rights, duties and obligations as between myself/ourselves, the Minor and Strathcona County is governed by the laws of the Province of Alberta, and that any litigation will be brought solely within the courts of the Province of Alberta.

I/We have read this Agreement and fully understand its terms. I/We understand that I have given up substantial legal rights by signing it, including the right to sue in the event of injury, and I/We sign it freely and voluntarily without any inducement.

Minor Renter Name (Print): _____

Minor Renter Signature (only if 15 or older – see above)

Parent/Guardian Signature

Witness Signature

Date (yyyy-mm-dd)

Parent/Guardian Name (Print)

Name of Witness (Print)

Parent/Guardian Signature

Witness Signature

Date (yyyy-mm-dd)

Parent/Guardian Name (Print)

Name of Witness (Print)