



Liability Waiver, Release of Claims & Assumption of Risk Agreement

(Saskatchewan Storage Facility - Full Legal Version)

1. Parties

This Agreement is between: **SHEPHERDS GATE STORAGE LIMITED** ("the Business") and _____ ("the Customer").

2. Description of Services

The Customer is renting storage space from the Business and may enter the premises for the purpose of storing, accessing, or removing personal property. This may include indoor or outdoor storage areas, drive-up access, and shared traffic zones.

3. Acknowledgement of General Risks

The Customer understands that storing property and accessing the premises involves risks, including but not limited to:

- Theft, burglary, or unauthorized access
- Damage caused by weather, moisture, rodents, insects, or animals
- Fire, smoke, or electrical hazards
- Vandalism or malicious acts
- Slip-and-fall hazards
- Vehicle accidents or property damage while on the premises
- Uneven ground, ice, snow, mud, or other natural conditions

The Customer voluntarily assumes all such risks.

ADD-ON SECTIONS

4. Outdoor Storage Risks

If the Customer uses outdoor storage:

- Items may be exposed to rain, snow, hail, wind, dust, UV sunlight, and temperature fluctuations.
- The Business does not guarantee protection from environmental conditions.
- The Customer accepts full responsibility for weather-related damage.

5. Winter Conditions Disclaimer

The Customer acknowledges that Saskatchewan winters create additional hazards:

- Ice, snow, frost, and slippery surfaces
- Reduced visibility
- Snowbanks or drifts affecting access
- Cold-related damage to stored items

The Customer agrees to use caution and accepts all winter-related risks.

6. Vehicle Access & Traffic Risks

The Customer may drive vehicles on the premises. The Customer acknowledges:

- Traffic areas are shared by multiple customers
- There may be blind spots, tight corners, or limited lighting
- The Business is not responsible for collisions, scrapes, or property damage involving vehicles

The Customer assumes all risks associated with driving or parking on the property.

7. Rodent & Pest Exposure Notice

The Customer understands that:

- Rodents, insects, and wildlife may enter storage units or outdoor areas
- The Business takes reasonable preventative measures but cannot guarantee pest-free conditions
- The Customer is responsible for protecting their property from pests

8. Video Surveillance Notice

The Customer acknowledges:

- The premises **may** be monitored by video surveillance
- Surveillance is for general deterrence only
- Surveillance does **not** guarantee security or prevention of theft
- The Business does not provide real-time monitoring or response services

9. Limited Security Disclaimer

The Customer understands that:

- The Business does not provide security guards or active monitoring
- Locks, gates, cameras, or fencing do not guarantee protection
- The Customer is responsible for securing their own unit with a proper lock
- The Business does not insure stored property

LEGAL CLAUSES

10. Release of Liability

The Customer **releases, waives, and forever discharges** SHEPHERDS GATE STORAGE LIMITED, its owners, employees, contractors, and agents from **any and all liability, claims, demands, actions, or causes of action** arising from:

- Loss, theft, or damage to stored property
- Personal injury occurring on the premises
- Any use of the storage unit or facility

This release applies to the fullest extent permitted by Saskatchewan law.

11. Negligence Clause (Required for Saskatchewan)

The Customer acknowledges and agrees that this release **includes liability arising from the Business's own negligence, except for:**

- Gross negligence
- Willful misconduct
- Intentional harm

The Customer confirms this clause was clearly brought to their attention.

Customer Initials: _____

12. Insurance

The Business does **not** insure the Customer's stored property. The Customer is solely responsible for obtaining insurance coverage.

13. No Bailment Created

The Customer acknowledges:

- The Business does **not** take possession of stored items
- No bailment relationship is created
- The Customer is solely responsible for securing their unit

ABANDONMENT & LIEN CLAUSE (90 DAYS)

14. Abandoned Property & Disposal Rights (90 Days)

If the Customer fails to pay storage fees for **90 days after the payment due date**, or fails to remove their property after the end of their rental term, the Customer agrees that all items left in the storage unit or on the premises shall be considered **abandoned**.

SHEPHERDS GATE STORAGE LIMITED may, at its sole discretion:

- Take possession of the abandoned property
- Remove, dispose of, recycle, or destroy the property
- **Sell the property** to recover outstanding fees
- Apply any sale proceeds toward unpaid balances

The Customer agrees that:

- They waive any claim to the property after the 90-day abandonment period
- They waive any right to compensation for disposed or sold items
- They remain responsible for any outstanding balance not covered by sale proceeds
- The Business is not required to store, safeguard, or inventory abandoned items

15. Lien & Disposal Rights for Non-Payment (90 Days)

The Customer grants SHEPHERDS GATE STORAGE LIMITED a **possessory lien** over all stored property for unpaid fees. If payment is overdue by **90 days**, the Business may:

- Deny access to the unit
- Cut locks and enter the unit
- Seize, sell, or dispose of stored property
- Apply sale proceeds to outstanding fees, costs, and charges

Any remaining property after sale or disposal becomes the property of SHEPHERDS GATE STORAGE LIMITED. The Customer waives all claims for loss, damage, or compensation related to seized, sold, or disposed items.

16. Voluntary Agreement

The Customer confirms:

- They have read and understood this Agreement
- They had the opportunity to ask questions
- They sign voluntarily and without pressure

17. Signatures

Customer Name

Date

Customer Signature

Business Representative (optional)

Signature

Unit / Space No.

Date
