

# BACK – 40 INC.

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

Please note, by signing this agreement you will waive certain legal rights, including the right to sue for any injury or damages, howsoever caused.

**PLEASE READ CAREFULLY!**

**INITIAL**

<b>Office Number:</b>		<b>Name of Company:</b>	
<b>Phone Number:</b>		<b>Email Address</b>	
<b>Last Name:</b>	<b>First Name:</b>	<b>Initial:</b>	<b>Drivers Licence#</b>
<b>Address Street:</b>	<b>City:</b>	<b>Province:</b>	<b>Postal Code:</b>

Machine	Value	Quantity	Price Per Day	Deposit	Rented
Event Washroom Trailer	\$25,000		Contact for Pricing	Contact for pricing	
27' bumper pull camper VIN:	\$7,000		\$250	\$1,500	
Polaris RZR 800 VIN: 4XAVH76A19D819510	\$6,500		\$285	\$2,000	
Polaris RZR 800 VIN: 4XAVH76AD823418	\$6,500		\$285	\$2,000	
Arctic Cat Wildcat 1000 VIN: 4UF16MPV2GT303990	\$13,000		\$365	\$2,500	
14' Flat Deck Trailer VIN:	\$2,500		\$45	\$500	
2 Way Radio's	\$300		\$10	\$50	
Trailer Ramps	\$150		\$10	\$50	
Ground Blind	\$300		\$20	\$100	
Outfitters Tent with stove	\$1,200		\$45	\$200	
14' Enclosed Trailer VIN:	\$2,500		\$55	\$500	
Trail Cams	\$300		\$5	\$50	
Fishing/Ice Fishing Gear	\$300		\$20	\$50	
Canoe	\$300		\$20	\$100	
Honda generator 3000w	\$2,800		\$85	\$500	
Honda Generator 2000w	\$1,300		\$40	\$250	

AM 21 YEARS OF AGE OR OLDER AND I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASEES. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE THIS AGREEMENT ON BEHALF OF THE CHILD/WARD PARTICIPANT.

I DO NOT HAVE ANY PHYSICAL LIMITATIONS THAT THE COMPANY SHOULD KNOW ABOUT PRIOR TO MY RENTAL.

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, SIGNED, DATED AND WITNESSED BY BACK – 40 INC.**

**TO: BACK – 40 INC. HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA and their directors, officers, employees, agents, guides, instructors, representatives, successors and assigns (hereinafter collectively referred to as the “Releasees”**

**DEFINITIONS** In this agreement the term “ATVing” shall include all activities, events or services provided, arranged, sponsored or authorized by BACK – 40 INC. including but not limited to: use or operation of All Terrain Vehicles (including, but not limited to side by sides, quads and snowmobiles, accessories and trailers (collectively, referred herein as “ATVs”)); tours; transportation or travel to and/or from the trail head; unloading; driving; back country travel; orientation; seminars and sessions and all other such activities, events and services in any way connected with or related to BACK – 40 INC.

The term “**Negligence**” shall mean the failure of BACK – 40 INC. to take proper care or meet the required duty of care for your safety while ATVing.

**ACKNOWLEDGEMENT**

1. I, [REDACTED], hereby sign this agreement on behalf of myself, my personal representative, heirs and assigns.
2. I agree as a precondition to my participation in ATVing, and in further consideration of BACK – 40 INC. allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the “**Agreement**”).
3. I acknowledge that I have been advised to wear a helmet while participating in ATVing. I am aware that there are technicians available to answer questions that I may have as to the proper use of the ATV.
4. I am aware that loose straps and clothing may become caught in the ATV during operation, and that not having proper foot and/or eye protection may result in injury.
5. I am aware that ATV capacity is as follows: a single person machine allows for one individual; a double person machine allows for up to two individuals.

**ASSUMPTION OF RISK – BACK COUNTRY TRAVEL, WEATHER, ETC.**

1. I am aware that ATVing involves many inherent risks, dangers and hazards that may cause serious injury and possible death to participants.
2. I am aware that the back country used for ATVing is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards, including but not limited to: trees, tree wells and tree stumps; creeks; rocks, boulders, forest dead fall; holes and depressions; cliffs; variable and difficult conditions; logging roads, road bans, cut-banks, fences and other man-made structures; mechanical failure of ATV’s; difficulty or inability to control one’s speed and direction; loss of balance resulting in flipping or rolling the ATV; encounters with wildlife including bears, cougars and wolves; travel on highways and back country roads; collision with other ATV’s other motorized vehicles, equipment, others persons or other natural or man-made objects; becoming lost or separated from the other participants; negligence of other participants; and NEGLIGENCE OF THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ATVING.
3. I am aware that Communication in the back-country terrain is difficult and in the event of an accident, rescue or medical treatment may not be readily available.
4. I am aware that weather conditions may be extreme and can change rapidly without warning, making traveling by ATV hazardous.

5. I fully understand and acknowledge the risks and dangers associated with my participation in ATVing and I freely accept and fully assume all such risks, dangers and hazards, and the possibility of personal injury, death, property damage or loss resulting therefrom.
6. I am aware that some of the ATVs may have aftermarket accessories to enhance comfort, performance or safety. These accessories may affect the vehicles handling or stability. I fully understand that it is my responsibility to request any additional information I may require from the Lessees to enable me to be competent and knowledgeable about the safe operation of the ATV.

***I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS OF RESULTING THEREFROM.***

**THE ATVS**

1. I understand that the use of an ATV and related equipment furnished by BACK – 40 INC. constitutes an acceptance of said equipment on an “AS IS” basis. I agree to pay for any damage I cause to said equipment or property of others.
2. I understand that all equipment must be returned in clean, undamaged condition, with a full tank of the recommended fuel (DO NOT USE ETHANOL BLENDED FUELS). Failure to clean the ATV will result in a \$125.00 cleaning fee. Failure to return with ATV with a full tank of fuel will result in a \$100.00 refuelling fee.
3. I agree to pay a \$3,000.00 refundable security deposit (the “**Security Deposit**”), subject to an equipment inspection by BACK – 40 INC. completed upon return of the equipment.
4. I understand that in the event the ATV has damage, BACK – 40 INC. reserves the right to either a) charge me for all necessary repairs, at manufacturer’s costs or b) charge me the full retail value of the
5. machine as of the date of damage. I am aware that my Security Deposit may be used to cover any damages or fees resulting from damages or necessary repairs of the equipment.
6. If I fail to return any or all equipment used by me in the participation of ATVing, I agree to reimburse BACK – 40 INC. for replacement cost. If BACK – 40 INC. is required to search for property or equipment used by me in the participation of this activity due to irresponsible action by me, I will pay for said search.
7. I agree to immediately contact the local authorities and BACK – 40 INC. in the event of an accident, theft, seizure or vandalism. Impound costs and additional rental fees will be applied.

**RELEASE THE LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

In consideration of the Releasees allowing me to participate in ATVing and for permitting my use of their premises, equipment, trails and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as the 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 participation in ATVing, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OR BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, c O-4, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ATVING REFERRED TO ABOVE.**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage of or personal injury to, any third party, resulting from my participation in ATVing.
3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity.
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by the interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction. Any litigation involving the parties to this Agreement shall be bought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.
5. **I WILL BE RESPONSIBLE TO PROMPTLY REIMBURSE BACK – 40 INC. FOR ANY LOSS OR DAMAGE TO THEIR EQUIPMENT OR ACCESSORIES**, however arising, whether caused by my negligence or otherwise, including the cost of the parts, labor, and freight incurred in repairing the damages that I cause.

6. **PROHIBITED USE:** The vehicle shall not be operated by anyone not named in the agreement, by anyone whose riding ability is impaired by alcohol, drugs, fatigue or medication, or to tow or push any vehicle or person.
7. **Privacy:** I authorize BACK – 40 INC. to copy my photo identification for their use only, and for the term of the rental. I understand that my information will be kept private and not released to anyone.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of ATVing, other than what is set forth in this Agreement.

**Booking:** Please contact us in advance to book the equipment/dates that you want. We will collect the rental fee at this time to secure your reservation. The security /damage deposit will be due at the time of pick up.

**Security/Damage Deposit:** There is a \$3000 security/damage deposit on all rentals. This is to cover any damages that maybe caused over and above normal wear and tear.

Rentals exceeding the pre-paid amount may also be subtracted from the Security/damage deposit as well cleaning and refuelling fees if applied.

Security deposits must be paid by major credit card.

Note: You are still responsible for any losses over and above the \$3000 deposit.

**Cancelations & Refunds:** All cancelations must be made 3 days prior to the booked Rental Period. Cancelations with in the 3day period will be charged 25% of the rental fees booked.

All refunds except for security deposits are subject to a 5% administration fee. Refunds may take 7-14 business days to be processed.

**Rentals Period:** All rentals are by the day from 8am – 8pm, unless other arrangements have been made with a BACK – 40 INC. employee.

Rentals will be charged from the time of pickup until the equipment is returned. If not returned by 8pm they will be charged for another day rate.

**Payment:** All payments can be made by most major credit cards. Sorry we do not accept personal cheques or debit. Company accounts can be arranged in advanced.

All invoices are payable upon receipt. 10% will be applied to all outstanding invoices after 30 days.

**Vehicle Inspections:** A comprehensive inspection is performed on all vehicles and trailers before and after each rental. **You are strongly encouraged to participate in both inspections.** This is to ensure equipment is safe to be operated and undamaged.

The inspection is also a good opportunity for you to ask any questions about the safe operation, accessories and loading/unloading the equipment you are renting.

Equipment returned dirty will be subject to a \$125 cleaning fee.

Equipment returned not full of fuel will be subject to a \$100 refuelling fee.

**Signature of Participant.** \_\_\_\_\_

**Date.** \_\_\_\_\_

**Witness.** \_\_\_\_\_

