



# Borderland Glamping Rental Agreement and Liability Waiver

## 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!**

TO: **BORDERLAND GLAMPING**, (operating as the BORDERLAND GLAMPING) **Her Majesty the Queen** in the Right of the Province of Alberta (and **Parks Canada**), and their directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, successors and assigns, (all of whom are hereinafter collectively referred to as "THE RELEASEES").

### Outdoor Equipment

I assume full responsibility for the Outdoor Equipment rented. I acknowledge that the Outdoor Equipment is in good order and repair. I accept the Outdoor Equipment in an "as-is" condition, with all latent and patent defects, hidden conditions, dangerous conditions and hazardous substances and materials.

In the case of **pre-existing problems** with our gear, renters may purchase replacement goods and are required to keep the malfunctioning gear and the receipt of the purchase to obtain a refund. Borderland Glamping will reimburse the renters for the replacement of the malfunctioning camping gear to a maximum of amount of \$350 CAD per package. The only equipment that will NOT be reimbursed is the self-inflating mattress and/or airbed. We ensure you will receive a checked, 'in proper working condition' airbed or self-inflating mattress.

### Returning the rental Outdoor Equipment

All rental equipment needs to be returned in a non-damaged, cleaned state, including all parts.

In case of late returns, Borderland Glamping charges a late return fee of \$80 CAD per day for all bookings under \$475 CAD per week. For all bookings in excess of \$475 CAD per week, a daily late return fee of 15% will be added to the usual day price (week /7). There are no payment refunds for early returns of the rental equipment.

I agree to pay for damages incurred to Outdoor Equipment and accessories excessive of normal use and depreciation, as assessed by Borderland Glamping. I understand and agree that in the event said Outdoor Equipment is lost, stolen, not returned, late, excessively dirty, or damaged, I will be charged the total cost to replace/repair/clean equipment plus any additional charges incurred. Damaged, not returned, or lost equipment will be assessed at the current retail prices for repair or replacement (Retail and replacement costs available upon request). Assessed fees on late, lost, not returned, or damaged equipment are not contestable and must be paid in accordance to outline agreement on Borderland Glamping Rental Policies. Fees may be charged to me via cash, e-transfer, debit or credit card, if applicable.

Initials \_\_\_\_\_



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## Equipment Care Agreement

- I understand that I cannot wear shoes inside my tent. This WILL put holes in the floor of the tent.
- I understand that I must not pack sharp items together with the tent, such as: rock proof tent pegs, hammer and hatchet. This WILL put holes, or tears in the tent fabric.
- I understand that I have to set up my fire pit at a safe distance (at least 5 meters) from the tent to prevent embers burning holes into the tent.
- I understand that I cannot use the kettle in an open fire. This burns the kettle which makes it unusable and it will need to be replaced.
- I understand that I cannot cook inside the tent. Grease and oil will damage the tent which makes it unusable and it will need to be replaced.
- I understand that tent poles can be bent, or broken easily if the tent is raised forcefully from one side. Please always raise the tent with two people and with extra care (not too much force).
- I understand that I NEED to return all equipment as clean as when I received it (bottoms of tents excluded). If I don't do this I will pay a cleaning fee of \$75 CAD per package.
- I understand that when it is raining I will need to avoid touching wet tent walls, both with my body and my gear. If the interior wall of the tent contacts the exterior wall of the rain fly, even for just a moment, moisture can seep into the tent.

Initials \_\_\_\_\_

## Assumption of Risks

The risk of injury from camping and/or other related outdoor activities is significant, including the potential for permanent disability and death. While particular precautions and personal discipline will minimize this risk, the risk of personal and emotional injury, illness, physical disability, or death does exist. I agree and acknowledge that my rental and use of the Outdoor Equipment is with full and complete knowledge of the risks and dangers involved, and I agree to accept and assume any and all risks of any nature whatsoever, as well as all other risks.

Initials \_\_\_\_\_

I acknowledge that I understand how to safely transport, operate, and use the Outdoor Equipment, and I agree to observe all appropriate safety precautions.

Initials \_\_\_\_\_

I agree to comply with all Federal, Provincial, and local laws, regulations, rules, and ordinances that may apply to me or my use of the Outdoor Equipment.

Initials \_\_\_\_\_



# Borderland Glamping Rental Agreement and Liability Waiver

I am aware that camping, and using rental camping/outdoor equipment involves risks, dangers and hazards and that injuries can result from improper use, or campsite selection.

**CAMP STOVE-** I understand that the camp stove uses propane fuel to produce a contained flame. If the stove is improperly setup, or has been damaged, a malfunction could result in an out-of-control flame, or gas leak, which can result in bodily harm or death.

**WOOD STOVE HEATER-** I understand that the wood stove uses wood as fuel to produce a contained flame. If the stove is improperly setup, or has been damaged, a malfunction could result in an out-of-control flame, or smoke, which can result in bodily harm or death.

**TENT-** I understand that a tent malfunction due to improper setup/installation, (pre-existing) damage can cause a tent to collapse. This can result in bodily harm or death.

**SHARP RENTAL ITEMS-** I understand that all sharp rental items such as cutlery, axes and hatchets, and all other cooking utensils contained in the rental package can be potentially dangerous. Misuse and/or improper use can result in bodily harm or death.

**CHILDREN-** I understand that children should not be left unattended with any rental package item, especially the above-mentioned items. Injuries can easily occur with: sharps, flammable items and heavy objects.

**PETS-** I understand that pets should not be left unattended with any rental package item, especially the above-mentioned items. Injuries can easily occur with: sharps, flammable items and heavy objects.

**CAMP FIRE-** I agree to always keep a shovel and bucket of water/fire extinguisher nearby at all times. While the fire is burning, be sure there is a responsible person in attendance of the fire at all times. Never leave children around a fire unattended. I will completely extinguish the Campfire before sleeping overnight.

**ALCOHOL/DRUGS-** I agree to refrain from using alcohol or drugs excessively prior to and during my use of the Outdoor Equipment to reduce potential risks involving improper use of equipment.

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# Borderland Glamping Rental Agreement and Liability Waiver

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE  
OF THE EQUIPMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Outdoor Equipment, I hereby agree as follows:

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, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.A. 2000, c.0-4, in respect of the selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and safety and hazards of camping.

Initials \_\_\_\_\_

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from 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 Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

**I HAVE READ AND UNDERSTAND 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.**

RENTERS NAME: \_\_\_\_\_

RENTER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_