

## BICYCLE AND EQUIPMENT RENTAL RELEASE & WAIVER AGREEMENT

<b>Date</b>	<b>2010</b>	<b>Surname</b>	<b>Cell</b>
<b>Time Out</b> _____	<input type="checkbox"/> <b>1 hour \$10.50</b> <input type="checkbox"/> <b>Additional Hour(s)</b>	\$	VI
<b>Time Due In</b> _____		\$	MC
<b>Time In</b> _____		\$	DC
		\$	CA
		\$	TC
(Only to be filled at time of return) <b>Total Paid:</b>			\$

Equipment Rental			
Out	Items	QTY	Returned
<input type="checkbox"/>	Bike(s)		<input type="checkbox"/>
<input type="checkbox"/>	Helmet(s)		<input type="checkbox"/>
<input type="checkbox"/>	Lock(s)		<input type="checkbox"/>

Equipment Inspection (Upon Return)		
Checked	Items	Condition
<input type="checkbox"/>	Brakes / Gears	
<input type="checkbox"/>	Tires	
<input type="checkbox"/>	General	

\*\*\*Please note that all renters must be 18yrs or older or have a form signed by a parent and/or guardian. Rentals will not be made to anyone under the age of 16 unless accompanied by parent and/or guardian\*\*\*

**BY SIGNING THIS FORM YOU GIVE UP YOUR RIGHT TO SUE, BLUE CANOE, DISCOVER BANFF TOURS LTD (DBT), THE TOWN OF BANFF AND PARKS CANADA – HER MAJESTY IN RIGHT OF CANADA, IN THE EVENT OF AN ACCIDENT, INJURY OR LOSS**

I **agree** to return the equipment in clean, undamaged condition to avoid any additional charges. Clean condition means normal wear and tear is accepted. In regards to Bicycles, normal wear and tear does not include and is not limited to mud splattered or covered frames, broken derailleur's, broken or bent rims, broken forks, bends or dents to the frame due to negligence in use, storage or transportation

I **understand** there are inherent risks involved in the sport for which this equipment is used, BICYCLE RIDING, that injuries are common ordinary occurrences of the sport. *These bicycles are not designed for, nor are they to be used for Jumps, Ramps, Parks, Cliff drops or Stunt riding.*

I **accept** all of the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with the above rental.

I **understand** that a helmet is not mandatory for Adults and that a helmet is provided as part of the rental fee. I understand that if I choose NOT to use the helmet I assume any and all risks while using the bicycle and equipment I have rented from Blue Canoe.

I **release** Blue Canoe, Discover Banff Tours and the manufacturer and distributor of the equipment and their directors, officers, employees, agents representatives, successors and assigns (all of whom are herein collectively referred to as "the Releasees") and to release the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of/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 warranty on the part of the Releasees in respect of the design, manufacture, selection installation, maintenance or adjustment of the equipment, or in the respect of the provision of or the failure to provide any warnings, directions, instructions or guidance to the use of the equipment.

I **agree** to pay Discover Banff Tours for any damage to, or loss of Blue Canoe equipment that may occur during my rental.

I **certify** that I am physically capable and fit to participate in this activity and have no medical conditions that may affect my safety during my participation.

I **confirm** that I am 18 years or older and if not will have a parent or guardian sign this waiver and release of claims. I also confirm that I have read over this agreement before signing, that I understand it, and that it will be binding, not only to me, but also to my heirs, next of kin, executors, administrators and assigns.

I **acknowledge** that Discover Banff Tours staff has been available to fully explain the various hazards and risks associated with this rental, along with any and all safety precautions to be made aware of for the participation in this activity.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2010

\_\_\_\_\_  
Name of renter/participant (please print)

\_\_\_\_\_  
Signature of renter/participant/parent/guardian

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Name of renter/participant (please print)

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Signature of renter/participant/parent/guardian

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Name of renter/participant (please print)

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Signature of renter/participant/parent/guardian

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Name of renter/participant (please print)

\_\_\_\_\_  
Signature of renter/participant/parent/guardian

\_\_\_\_\_  
WITNESS (BLUE CANOE EMPLOYEE) (please print)

\_\_\_\_\_  
Signature of Blue Canoe Employee - WITNESS