

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
FOLLOWING AN ACCIDENT.**

***PLEASE READ CAREFULLY!***

Initial

**TO:** Essential Cycles Ltd, Ozmosis Training and their directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors and assigns, (all of whom are hereinafter collectively referred to as the "RELEASEES").

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street		
	City	Province	Code

**RENTAL AGREEMENT**

I accept full responsibility for the equipment rented under this Agreement (the "Equipment"). I agree to pay for any damage and replace the Equipment at full retail value if not returned by the agreed date

**ACKNOWLEDGEMENT - BICYCLE SAFETY**

I acknowledge that I have been advised to wear a helmet while cycling. I also acknowledge that the use of the equipment is subject to all municipal and provincial highway traffic laws. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and gear shifters. I am aware that the RELEASEES is available to answer questions I may have as to the proper use of the equipment.

I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety remains with me, including my physical and emotional preparation and fitness to participate in any activities.

**ASSUMPTION OF RISKS**

I am aware that injuries are a common and expected part of mountain biking. Mountain biking takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards including but not limited to: changing weather conditions; mechanical failure of bicycles, improperly adjusted or maintained equipment; loss of balance; difficulty or inability to control one's speed and direction; variation or changes in the cycling terrain including holes, depressions, loose gravel, rocks, mud, creeks, etc.; impact or collision with structures or objects used in connection with cycling; impact or collision with pedestrians, motor vehicles, horseback riders or other cyclists; impact or collision with trees, tree stumps, forest deadfall, rocks, or other natural or manmade objects on or adjacent to the cycling terrain; encounters with wildlife, including bears; travel on highways and back-country roads; becoming lost and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO PROTECT OR SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING. I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain used for cycling, and many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING 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.

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

In consideration of the rental of the 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.B.C. 1996, C. 337, 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 mountain biking safety or the use of the Equipment

- 2 TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my use of the Equipment;
- 3 That this 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 That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- 5 That any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia and no other jurisdiction..

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 Equipment, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Participant	Signature of Renter (if different from user)
Print name of Participant	Print name of Renter
Signature of parent or guardian if user is under 19 years	Witness Signature

This agreement must be completed in full, signed, dated, and witnessed by us prior to receiving your equipment.