

HUSKY MOTORS CANADA INC. – EQUIPMENT RENTALS

<p>RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")</p>	<p>Initial</p>
<p>BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT</p>	

To HUSKY MOTORS CANADA INC. and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

Name	Last	First	Initial	Date
Address	Street	City	Prov/State	Postal Code/ Zip Code
Driver's Licence/ ID Card Number		Issuing Province/ State	Date of Birth (DD/MM/YY)	Age
Telephone Number			Email	
Emergency Contact Name			Emergency Contact Phone Number	

DEFINITION

In this Release Agreement, use of the Husky Snow Machine (hereinafter "**the Activities**") shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: rental of the Husky Snow Machine and other equipment; instructional sessions; recreational activities undertaken during the rental duration of the Husky Snow Machine; travel by the Husky Snow Machine; all travel either within or beyond the designated boundaries, including in the backcountry and on logging roads and trails. The Husky Snow Machine rental (hereinafter "**the Equipment**") shall include one 2021 Husky GX390QAE Honda 13.0 HP Electric Start machine, two Pelican Trek Sport 68 sleds, one Hitch Seat with Shock Absorber and one Pelican Trek Sport Tow Bar. **Initial:** _____

RENTAL AGREEMENT

I accept full responsibility for the equipment rented and agree to pay for any loss or damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date. I also accept full responsibility of the cost of the parts, labour, and freight incurred in repairing the equipment as a result of damage. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment. I understand and acknowledge that the vehicle shall not be operated by anyone not named in this agreement. **Initial:** _____

ACKNOWLEDGEMENT – SAFETY, EVACATION AND RESCUE

The physical exertion required and the forces exerted on the body while using the Equipment can activate or aggravate pre-existing physical injuries or conditions. I have been advised to obtain medical advice if I know or suspect that my physical condition may be incompatible with my use of the Equipment. I acknowledge that I must not be under the influence of drugs, alcohol, or medication while using the Equipment. Communication in backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be readily

available. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and not covered by the Releasees. **Initial:** _____

HUSKY SNOW MACHINE SAFETY

I acknowledge that I have been advised to wear approved personal safety equipment. I am familiar with the proper use of the Equipment. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment. **Initial:** _____

ACKNOWLEDGEMENT – HELMET

I acknowledge that I have been advised to wear a helmet while using the Equipment. I understand that a helmet designed for use by operators of vehicles, may reduce the risk of some types of head injuries. I recognize that serious head injury can occur even when a helmet is worn. **Initial:** _____

ASSUMPTION OF RISKS

I am aware that the use of the equipment and the rental of the equipment involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the snow surface; variable and difficult snow conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams, creeks and holes in the snow pack above stream or creeks; cliffs; crevasses; winter travel on back-country roads; snowcat roads, road-banks and cut-banks; impact or collision with snowmobiles or vehicles; mechanical failure of the equipment and related equipment; extreme and rapidly changing weather conditions; encounter wildlife; the failure to operate the equipment safely or within one's own ability; negligence of snowmobilers and other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEES, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE AND AS A RESULT OF MY USE OF THE EQUIPMENT. 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. **Initial:** _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to rent me the equipment and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, EQUIPMENT MANUFACTURERS, REPRESENTATIVES AND DISTRIBUTORS and TO RELEASE THE RELEASEES, EQUIPMENT MANUFACTURERS, REPRESENTATIVES AND DISTRIBUTORS 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, 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.O. 1990, c. O.2 ON THE PART OF THE RELEASEES, in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Equipment;

Initial:

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the 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 where the Activities take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the use of the Equipment, other than what is set forth in this Release Agreement. **Initial:** _____

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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. **Initial:** _____

Signed this _____ day of _____, 20_____

Signature of Participant	Signature of parent or guardian if under 18 years of age
Print Name Clearly	Date