



WAIVER AND RELEASE OF LIABILITY

I hereby assume all of the risks of participating in outdoor guided tours and/or adventure travel tours/bike rentals, which includes physical exercise, and any other activity, service, or any other matter (collectively, the “Activities”) relating to Life Outside Ventures Inc. (the “Corporation”).

ACKNOWLEDGEMENT OF RISKS

I am aware that the Activities involve physical activity outdoors in environments not controlled by the Corporation. I am aware that by participating in the Activities I will be exposed to many inherent risks, dangers, and other risks that are not known to me and/or that not known to others (collectively, “Risks”) that may result in, among other things, mild or severe illness, physical injury, partial or total disability, death, and/or property loss or damage, as well as severe social and economic loss.

ACCEPTANCE OF RISKS

I agree with the foregoing, freely accept, fully assume all Risks, and acknowledge the possibility of, and agree to be solely responsible for personal injury, death, disability, property damage, or loss resulting from the Risks.

OTHER ACKNOWLEDGEMENTS

I acknowledge and agree that the Corporation is providing my access to the Activities on the basis of the provisions in this document and the following additional acknowledgements and representations from me:

1. I acknowledge that I participating in the Activities entirely of my own free will and that I understand the importance of following the rules provided in training and competitions;
2. I represent that I am in good physical condition, and have no disease, injury or other condition that would or could reasonably impair, limit, or prevent my participation in the Activities;
3. I acknowledge that no medical/health insurance will be provided by the Corporation;
4. I acknowledge and agree that in the event of a medical/health problem the Corporation accepts no responsibility for any costs associated with a medical/health problem not covered by my own personal plans nor will it pay for any medical/health expenses that may be incurred by me; and
5. I represent that I will immediately inform an employee or agent of the Corporation if I believe that anything is unsafe or beyond my capability and I will refuse to participate.

LATE FEES & RENTAL TERM

I acknowledge that if the rented equipment is not returned by the end of the rental period, I will be charged \$10 for every 20 minutes it is late for the first hour (subject to staff availability). If it is more than an hour late, I will be charged a fee equivalent to the daily rental rate + overnight fee + 50% for every day it is late. (Please let us know as soon as possible if the equipment will be brought back late! With proper communication, we may be able to reduce the late fees in some circumstances.)

I also acknowledge that if the rented equipment has not been returned within 2 hours of the end of the rental period and there has been no communication from myself to the Corporation about the rented equipment being returned late, the rented equipment will be considered stolen and will be reported as such.

RELEASE & WAIVER

I acknowledge that this Waiver will be relied upon and used by the Corporation and that it will govern my actions and responsibilities at the Activities.

In consideration of the Corporation providing me with access to the Activities, on behalf of myself, my estate, my executors, administrators, heirs, successors, and assigns, I hereby waive, release, and forever discharge the Corporation and all of its directors, officers, employees, volunteers, representatives, agents, successors and assigns (collectively, the “Releases”) from and against any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me in relation to the Activities.



Furthermore, I hereby indemnify and agree to hold Releasees harmless from any and all liabilities or claims made in relation to and/or as a result of my participation in the Activities (whether caused by the negligence of release or otherwise), any goods or services provided by the Corporation, and any claim brought by the undersigned against any of the Releases in breach of this Waiver.

This Waiver shall be construed broadly to provide a release and waive to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT.

I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND THIS IS A BINDING LEGAL AGREEMENT THAT IS BINDING ON ME.

DATED: the _____ day of _____ 20_____.

WITNESSED BY: Staff: _____

Name:

Participant's Signature:

ID:

Name:

Participant's Signature:

Name:

Participant's Signature:

Name:

Participant's Signature:

Name:

Participant's Signature:

Name:

Participant's Signature:

ONLINE ORDER INFORMATION: (to be completed by staff)

Name on Order:

Shopify Order #:

Amount Due on Pickup:

Time/Date Returning: