ELECTRIC BIKE

RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")
BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!

ORGANIZATION NAME: Lakefront Sports Centre Ltd, its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")
DEFINITION In this Release Agreement, the term "Electric biking" 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: electric biking; electric bike rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to electric biking or the rental of electric biking equipment.
RENTAL AGREEMENT I accept full responsibility for the electric bike equipment rented ("the Equipment") and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.
ELECTRIC BIKING SAFETY I acknowledge that I have been advised to wear an approved helmet. Wearing an approved helmet while electric biking may be mandatory under provincial law. I am aware that electric biking is subject to all applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.
ASSUMPTION OF RISKS I am aware that Electric biking and the rental of Electric biking equipment involves many risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment, loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, ladders, berms and jumps; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for electric biking; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from ones party; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES AND THE MANUFACTUERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ELECTRIC BIKING AS A RESULT OF MY USE OF THE EQUIPMENT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ELECTRIC BIKING AND THE RENTAL OF ELECTRIC BIKING EQUIPMENT 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 RELEASEES agreeing to rent me Electric biking 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. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND TO RELEASE THE RELEASEES 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, as a result of my participation in electric biking or the 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, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;
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 Electric biking or 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia 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 Electric biking or my use of the Equipment, other than what is set forth in this Release Agreement. 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.

Signed this_____day of_____, 20_____.

Name(print);	Signature of participant:
Name(print);	Signature of participant:
Name(print);	Signature of participant:
Name(print);	Signature of participant:
Name(print);	Signature of participant:
Name(print);	Signature of participant: