

# TUBE RENTAL FORM

**RELEASE OF LIABILITY, WAIVER OF CLAIMS  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(Hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

**TUBE RENTAL AGREEMENT**

**OSP COMMUNITY DEVELOPMENT CORP. operating as OPTIMIST HILL**

Initial

**ASSUMPTION OF RISKS**

I am aware that **TUBING** involves risks, dangers and hazards and that injuries are a common and ordinary occurrence in this activity.

**TUBING:** I understand that I must be aware of my surroundings and MUST adhere to the direction of Staff during the entire Tubing activity. I must not enter a Tube Lane until that TUBE lane is empty, that is, no person or equipment occupies any space in that tube lane. If staff is not present when my run begins, I must enter that lane only when that TUBE lane is unoccupied, that is, no person or equipment occupies any space in that tube lane.

**HELMETS** I understand that a helmet designed for recreational snow sports may reduce the risk of some types of head injuries. I recognize that serious head injury can occur even when a helmet is worn.

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.**

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

In consideration of the rental of the Equipment, I hereby agree as follows:

**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 or my presence on the Premises, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY DUTY OF CARE**, 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 or the risks, dangers and hazards of skiing, snowboarding and snowshoeing.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party, resulting from my use of the Equipment;

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;

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 Saskatchewan and no other jurisdiction; and

Any litigation involving the parties to this Release Agreement shall be brought solely within Saskatchewan and shall be within the exclusive jurisdiction of the Courts of Saskatchewan.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

I the undersigned, have read and understood the terms and conditions of this agreement.

Date: \_\_\_\_\_

Tube user Signature: \_\_\_\_\_ Parent/Guardian (if applicable) \_\_\_\_\_

**Please complete the following in full.**

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE/STATE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

DRIVER LICENCE # / PHOTO ID / CREDIT CARD # \_\_\_\_\_

# TUBE RENTAL FORM

Please read carefully and initial

**\*\*MUST COMPLETE THE FOLLOWING\*\***

The EQUIPMENT BREAKAGE CHARGE OF \$1.00 per day/per person IS INCLUDED IN RENTAL CHARGE and applies to equipment breakage only, not lost, stolen or misused equipment This charge of \$1 confirms that the shop will absorb the cost of repairing any broken equipment; however, the renter shall replace lost, misplaced, stolen, or misused equipment at current rental value. The breakage charge does not cover base damage due to misuse.

Initial

**RENTAL AGREEMENT**

1. I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
2. 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.
3. TUBING: I confirm that all users of the tube/tubes recorded on this form are a minimum height of 107 cm (42" inches).

**I ACKNOWLEDGE AND UNDERSTAND THE RELEASE OF LIABILITY AND WAIVER OF CLAIMS ON THE REVERSE OF THIS DOCUMENT**

**HELMETS ARE MANDATORY**

Please ONLY fill in NAME, AGE

	NAME	AGE	TUBE ID	HELMET	TECH	RETURNED
1						
2						
3						
4						
5						
6						

Paid: \_\_\_\_\_

**\*To be completed when equipment returned\***

Technician Signature: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

DRIVER LICENCE # / PHOTO ID / CREDIT CARD # \_\_\_\_\_