



# St. Thomas University

## EQUIPMENT 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!***

Signature of Applicant:

**TO: the Sponsor and St. Thomas University**, 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 "Equipment Rental" 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: bike rental; and other such activities, events and services in any way connected with or related to the rental of St. Thomas University equipment.

**RENTAL AGREEMENT:** I accept full responsibility for the 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 or if the equipment is damaged for any reason and agree to report any problems, mechanical or otherwise, upon returning the equipment. I further agree to cover the cost of any lost equipment at the following rates:

- Loss of helmet .....\$50.00
- Loss of lock / key.....\$20.00 / \$5.00
- Loss of bike.....\$350.00

**SAFETY EQUIPMENT:** I acknowledge that I have been advised to wear all necessary safety equipment at all times, including helmets and other protective equipment. Using proper safety equipment may be mandatory under provincial or federal law. I am aware that the use of this equipment is subject to all applicable municipal, provincial, and/or federal regulations.

**EQUIPMENT USE:** I am familiar with the proper use of the Equipment and I have taken proper instructional lessons prior to its use.

**ASSUMPTION OF RISKS:** I am aware that the use of this Equipment involves risks, dangers and hazards, some of the aforesaid risks and hazards are foreseeable, but others are not; including, but not limited to: the 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; mechanical failure of equipment; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, waterways and manmade structures such as bridges, ladders, berms and jumps; changing weather conditions; travel on highways and backcountry roads; encounters with domestic and wild animals; collision with pedestrians, motor vehicles, and other cyclists occurs frequently in the terrain used for biking and cycling activities. Hazardous conditions may occur in the use of the equipment and may be caused by but not limited to natural forces or people.

I acknowledge and accept that I am responsible for predicting whether the terrain used is safe for the use of the Equipment or whether an accident may occur. The terrain where I will use the equipment is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: attacks by dogs and other animals; trees, falling trees, tree wells, tree stumps, holes and depressions on or below the ground surface; steep slopes, road banks, fences and other man-made structures; impact or collision with other bikers, wind, lightning, inclement weather; failure to predict weather; unsafe driving, unsafe road conditions; failure to travel within one's own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other pedestrians/motorists/cyclists; and **NEGLIGENCE ON THE PART OF THE RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS, OR THEIR EMPLOYEES, AND CONTRACTORS INCLUDING THE FAILURE OF ST. THOMAS UNIVERSITY OR THEIR EMPLOYEES, AGENTS, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT.** I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards and my use of the Equipment shall be entirely at my own risk.

I state that to the best of my knowledge I have no medical, physical or mental health conditions that would hinder or prevent my active participation in this activity. **PLEASE NOTE:** It is strongly recommended that each participant maintain some type of accident medical insurance for his/her own protection.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THIS 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.**

Initials of Applicant:

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

In consideration of the RELEASEES agreeing to rent me 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. That I, my heirs, executors, administrators, successors and assigns do hereby release the Releasees from all liability for any loss, damage, expense or injury, including death, and do hereby waive as against Releasees all recourse, proceedings, demands, claims and causes of action of any kind whatsoever, whether in law or in equity, in respect of all personal injuries or property losses which I may suffer arising out of, or in connection with, my Use of the Equipment, notwithstanding that such injuries or losses may have been caused solely by the negligence of the Releasees.**

**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 use of the Equipment;

Initials of Applicant:

**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 New Brunswick and no other jurisdiction and any litigation involving the parties to this Release Agreement shall be brought solely within New Brunswick and shall be within the exclusive jurisdiction of the Courts of that province; and,

**5.** I have carefully read and fully understand this Release Agreement, and that I am freely and voluntarily executing the same.

*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 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.**

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

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

Name (please print): \_\_\_\_\_

Faculty/Department: \_\_\_\_\_

Staff/Department: \_\_\_\_\_

Student ID Number: \_\_\_\_\_