

TERMS & CONDITIONS OF RENTAL AGREEMENT

Please read carefully, by signing this agreement you will waive certain rights including all rights to sue. To the operators of Sidehill Sled Rentals Ltd. its directors, officers, servants, employees, and volunteers hereinafter referred to as the "Releaser". The renter acknowledges the snowmobile is the Property of Sidehill Sled Rentals Ltd. and was received by the renter in good mechanical and physical condition. Renter will return the snowmobile to Sidehill Sled Rentals Ltd. together with helmets, backpacks, trailers, and all tools and accessories as when received. The operation or use of the snowmobile is prohibited and renter agrees that the snowmobile shall not be used or operated:

- a) In violation of any provisions of the law; helmets must always be worn;
- b) The vehicles must not be operated after sundown;
- c) By any person except Renter and authorized driver including passengers;
- d) By any person whose ability to drive is impaired by alcohol or any drugs or fatigue;
- e) By any person who should suspect that further use of the snowmobile would cause harm;
- f) In any racing contest, closed areas to snowmobiles;

Without in any way limiting my understanding of the usual dangers and risks inherent in the operation of such machine or participation in winter sports, I acknowledge certain specific dangers and risks including but not limited to the following:

- a) The risk of death from going over a cliff;
- b) The risk of death or personal injury from collision with or collision caused by another snowmobile/snow bike/trail maintenance equipment and any man made or natural objects above or below the now;
- c) The risk of death or personal injury from malfunction, breakdown, or mechanical failure of the snowmobile being operated;
- d) The risk of death or personal injury from falling from or being thrown from or in any way being separated from the snowmobile being operated or device used in the winter sport;
- e) The risk of death or personal injury from any physical or medical problem whatsoever caused due to participation in the se or being in the area where devices such as these are being operated or winter sports are being carried on;
- f) The risk of death or personal injury from an avalanche or falling snow caused due to participating in the use or being in the area where devices such as these are being operated or winter sports are being carried on.

I _____, hereby certify that I am physically fit and capable of operating these machines and participating in the sport. I hereby acknowledge that participation in this winter sport is voluntary and being done with the full knowledge of all the risks involved and I do not rely on any oral or written statements made by the Releaser or anyone else associated with the operation of the business. I hereby accept and fully assume all risks, dangers, hazards, and the possibility of personal injury, economic loss, property damage, loss of employment, futures loss of income or death resulting from participating in the use of this snowmobile.

SIDEHILL SLED RENTALS LTD.
RENTAL WAIVER

Machine # _____

In consideration of the Releaser accepting my application to participate in winter sports and or use this snowmobile and upon payment of rental fees, I hereby agree as follows:

- a) To waive any and all claims that I may have against the Releaser;
- b) To release the Releaser from any and all liabilities for any loss, damage, injury expense, property damage, loss of further economic loss, future income that I may suffer, or that my next of kin may suffer as a result of my use of this snowmobile or participation in winter sports due to any cause whatsoever including negligence on the part of the Releasee;
- c) To hold harmless and indemnify the Releasers from any and all liability for any property damage or winter sport;
- d) That this release of liability shall be effective and binding upon my heirs or next of kin executors, administrator, and assigners in the event of my death or personal injury.

Sidehill Sled Rentals Ltd. takes a \$3000 preauthorised credit card damage deposit that is cancelled once the sled and gear are returned damage-free.

All damage to the rented snowmobile is the renter's responsibility. The renter must agree that Sidehill Sled Rentals charges out the time that it takes to repair any damage at a shop rate of \$75.00 hourly. If the vehicle is unavailable for rental due to damage, the renter is liable for all downtime incurred. Renter authorizes Sidehill Sled Rentals Ltd. to process on credit card pre-authorization any charges payable to Sidehill Sled Rentals Ltd. under this agreement.

- If damage occurs to the tunnel or running boards during the rental due to improper footwear the cost of the repairs is the renter's responsibility.
- If fire occurs due to the renter applying the parking brake and forgetting to release it all replacement cost are the renter's responsibility.
- If any rented equipment is returned after 5:30pm it will be subject to a late fee of \$75 per hour or part thereof.
- No refunds on early returns, bad weather conditions, or accidents.

_____ I, the Renter, take full responsibility for checking and filling up the oil tank after each day that the snowmobile is being used, if snowmobile is kept by Renter for multiple days. Oil tank needs to be kept full. Failure to check and fill the oil as necessary will result in the Renter being fully responsible for engine replacement or any other mechanical cost that Sidehill Sled Rentals Ltd. may incur.

_____ I, the Renter, agree to return the snowmobile to the Releaser at the end of the renting period with the fuel tank full of non-ethanol 91 octane. If this service needs to be provided or if the snowmobile is not returned with a fuel tank as previously mentioned, a \$65.00 service fee plus the cost of fuel will be charge to the Renter.

_____ I, the Renter, am of legal age and I have read and understood this waiver of liability and release of claim before signing it. I am aware that by signing this waiver of liability and release of claims and agreement to retain, I am waiving certain legal rights including all rights to sue Sidehill Sled Rentals Ltd. which may now have or acquire in the future or which I may heirs, next of kin, executors, administrator, and signees may have against the releaser.

**SIDEHILL SLED RENTALS LTD.
RENTAL WAIVER**

Machine # _____

CONTACT INFORMATION

Print Name Phone Number

Street Address City/Province/State Postal/Zip Code

Driver's License # Province of Issuance

Emergency Contact Name Phone Number

RENTER AGREEMENT TO WAIVER

Print Name

Signature Date