

## **MALA EVENT RENTALS RELEASE AGREEMENT**

**BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

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**THE ACTIVITIES REFERRED TO IN THIS RELEASE AGREEMENT FOR MALA EVENT RENTALS (RELEASEES) INVOLVE RISKS, DANGERS AND HAZARDS INCLUDING THE RISK OF DAMAGE, LOSS, PERSONAL INJURY AND DEATH. THESE RISKS, DANGERS AND HAZARDS ARE MORE FULLY DESCRIBED ON THE FOLLOWING PAGES.**

**ALL PARTICIPANTS IN THESE ACTIVITIES ARE REQUIRED TO SIGN THIS RELEASE AGREEMENT WHICH IS INTENDED TO PREVENT PARTICIPANTS FROM SUING IN THE EVENT OF AN ACCIDENT. PLEASE TAKE THE TIME TO REVIEW THIS DOCUMENT CAREFULLY.**

**In consideration of the Releasees allowing me to participate in these activities and permitting my use of their equipment, facilities and services, and for other good and valuable consideration, 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 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 these activities DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- negligence on the part of the Releasees;
- breach of contract by the Releasees;
- breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- breach of any statutory or other duty of care including any duty of care owed under the Occupiers Liability Act, S.N.S. 1996, c. 27, on the part of the Releasees; and the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of these activities, some of which are referred to in the Assumption of Risks section of this Agreement.

**2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in these activities.

**3.** This 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.** The customer will be responsible for all costs we incur in the process of enforcing damages, including legal fees.

## **JURISDICTION**

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 Nova Scotia, and I agree to attorn solely to the jurisdiction of the Courts of the Province of Nova Scotia. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Nova Scotia and shall be within the exclusive jurisdiction of the Courts of the Province of Nova Scotia.

## **ASSUMPTION OF RISKS**

I am aware that my participation in these activities involve many risks, dangers and hazards, which could result in damage, loss, physical injury or death. Some of these risks, dangers and hazards include, but are not limited to:

**Weather:** Weather conditions in the terrain used for these activities are unpredictable, may be extreme and can change rapidly without warning, making using inflatables hazardous.

**Use of Equipment:** Risks, dangers and hazards include mechanical failure of the equipment; negligent design, manufacture, selection, installation, maintenance or adjustment of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the outfitting or use of the equipment; loss of balance, or difficulty or inability to control my speed and direction while using the equipment; failure to use or operate the equipment within my own ability or within designated areas.

**Transportation and travel:** Additional risks are posed by transportation to and from activity areas, including travel on highways, back country roads and logging roads.

**Proximity and Communication:** Communication in the terrain used for adventure activities may be difficult and in the event of an accident, rescue or medical treatment may not be readily available.

**My conduct and conduct of other persons:** I acknowledge that such conduct, including my negligence and negligence of other participants and persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks, dangers and hazards of adventure activities, some of which are referred to above. The customer renting this equipment assumes all liability and responsibility for ANY loss of damage suffered by their guests.

**HEALTH:** I understand that participation in adventure activities may involve physical exertion which may place unusual stresses on the body and may activate or aggravate pre-existing physical injuries, conditions or congenital defects. I understand that I should seek medical advice if I have any concern about my medical condition or fitness to participate in adventure activities.

**Despite these and other risks, dangers and hazards of these activities, and fully understanding such risks, dangers and hazards, I wish to participate in these activities with the Operator, and I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

**\*\*Equipment is defined as any item that is rented from us (IE: inflatables, extension cords, stakes, etc)**

**Please sign below to acknowledge that you agree with all of the above:**

**Note:** Upon securing your booking, the customer recognizes and agrees with all of the above. This document does not need to be signed by the customer in order for this document to be valid.

**Ordered by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Delivery address:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Province:** \_\_\_\_\_

**Surface:** \_\_\_\_\_ **Item rented:** \_\_\_\_\_

**Total Rental amount:** \_\_\_\_\_ **Delivery charge:** \_\_\_\_\_

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

**Employee signature:** \_\_\_\_\_

