

Freewheeling Adventures Rental Agreement

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY!

In consideration of Freewheeling Adventures Incorporated, carrying on business as Freewheeling Adventure Services and Freewheeling Bicycle Adventures ("**Freewheeling**") permitting the individual named below ("**I**" or "**me**") to participate in bicycling, kayaking or other activities (the "**Activities**") and/or to rent the equipment described below (the "**Equipment**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

Rental Agreement. I hereby agree to rent the Equipment from Freewheeling, and to return all of the Equipment at the expiry of the rental period specified in this Agreement and any additional period(s) thereafter before delivery back to Freewheeling's possession (collectively, the "**Rental Period**"), and at such rental rates ("**Rentals**") as provided for in this Agreement. I shall return the Equipment to Freewheeling in the same condition as when delivered to me, reasonable wear and tear excepted only. I acknowledge that I am responsible for the Equipment howsoever used by me, including in a tour or excursion organized by Freewheeling. I understand that the Equipment is for my sole use, and that I will be responsible for any loss or injury if I lend the Equipment to others. I acknowledge that it is my responsibility to inspect the Equipment before use, that I rely on my inspection to determine the quality and suitability for my use, and that I have had adequate opportunity to fully inspect and confirm that the Equipment is operating satisfactorily prior to signing this Agreement. I agree that I will, at all times, use the Equipment in a careful, safe and conscientious manner and in accordance with all applicable laws and regulations. I acknowledge that the use of a helmet, properly sized, fitted and fastened, is mandatory at all times while using bicycle Equipment. I understand and acknowledge that the use of a helmet does not eliminate, and may not reduce, the risk of injury or accident. In the event of loss or damage to the Equipment, I agree to pay replacement value thereof to Freewheeling, should Freewheeling elect to replace the Equipment, otherwise I shall only be required to pay fair market value for Equipment, and in the event of damage which is less than a loss or constructive loss of the Equipment, to pay for the cost of repairs. I also agree, without prejudice to any other remedy Freewheeling might have, that any and all amounts due hereunder can be deducted from or charged to any deposit lodged with Freewheeling and I otherwise authorize Freewheeling to charge the credit card information provided by me for any and all late return fees and costs of loss or damage to the Equipment during the Rental Period as set out herein.

ASSUMPTION OF RISKS. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES AND USE OF THE EQUIPMENT INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF FREEWHEELING OR OTHERWISE.

Waiver, Release and Indemnification. I hereby expressly waive and release any and all claims which I have or may in the future have against Freewheeling, and its directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), arising out of or attributable to my participation in the Activities or my use of the Equipment, due to any cause whatsoever, including without limitation the negligence of Freewheeling or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under applicable legislation or otherwise. I covenant not to make or bring any such claim against Freewheeling or any other Releasee, and forever release and discharge Freewheeling and all other Releasees from liability under such claims. I shall defend, indemnify and hold harmless Freewheeling and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my negligence or more culpable act or omission (including any recklessness or wilful misconduct) in connection with my participation in the Activities or my use of the Equipment.

General Provisions. This Agreement constitutes the entire agreement of Freewheeling and me with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and Freewheeling and its successors and assigns. If more than one person signs this Agreement, all obligations under this Agreement will be joint and several. When the context so requires, the singular will be read as the plural and vice versa. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Nova Scotia, and I hereby consent to the exclusive jurisdiction of such courts. I agree that my electronic signatures included in this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE FREEWHEELING AND THE RELEASEES.

Name: _____ Contact Information: _____
Please print name

Signature: _____ Date: _____

Witness: _____ Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Equipment, Rental Period and Rental Rate(s)

Equipment description, make and model _____ ID number / colour _____

Accessories provided: _____

Delivery location/date/time: _____ Return location/date/time: _____

Rental Rates: _____

Credit Card Imprint:

Charges: _____
Tax: _____
Deposit: _____
TOTAL: _____